
ADVERTISEMENT.

NOtwithstanding the Practice of passing FINES and RECOVERIES are and have been in the highest Veneration from very ancient to the present Time, yet very few Treatises (and some of those long since) have been published on this valuable and nice Branch of our Laws, which are to be depended on ; and as the Statutes, Determinations, and later Rules of Court, must have made very considerable Alterations in the Practice, the following Compendious Treatise is offered to the Publick ; and we make no doubt of its kind Acceptation, as it contains not only the Law brought down to the present Time, but also a well-chosen Collection of the choicest PRECEDENTS of this Manner of conveying Titles to Estates ; and is very different from any Thing hitherto published.

Lately

Lately published.

Reports of Cafes argued and adjudged in
the King's Courts at Westminster, in
two Parts.

Part 1. Containing Cafes in the Court of
King's Bench, &c. beginning in Hilary
Term the 16th, and ending in Hilary Term
the 26th of K. Geo. 2.

Part 2. Containing Cafes in the Court of
Common Pleas, beginning in Hilary Term
the 26th of K. Geo. 2, and ending in
Trinity Term the 9th of his present Ma-
jesty K. Geo. 3.

With Tables of the principal Matters, Names
of the Cafes, and some Account of the
Judges, Serjeants at Law, and most emi-
nent Counsel attending the Bar during that
Time. — By George Wilfon, Serjeant at
Law.

159.c.

A
PRACTICAL TREATISE
OF
FINES
AND
RECOVERIES:

CONTAINING

A greater Variety of PRECEDENTS of all
Kinds of **Fines and Recoveries**, than
ever yet Published, with the Methods of
passing them not only in the common Form,
but where they vary.

Together with
Plain and Easy Instructions for Drawing, Entering
and Passing them through the several Offices. In-
cluding also CASES determined touching **Fines**
and Recoveries, from the Ancient and Modern
Reports and Law-Books of the best Authority,
also the Statutes, concerning them, until this
Time.

The SECOND EDITION,
CORRECTED and ENLARGED with many ADDITIONAL
PRECEDENTS,

BY
GEORGE WILSON, Serjeant at Law.

LONDON:

Printed by W. STRAHAN and M. WOODFALL,
Law-Printers to His Majesty;

For P. URIEL, in the *Inner-Temple-Lane*; B. TOVEY,
in *Bell-Yard*, near *Lincoln's-Inn*, and W. FLEXNEY,
the Corner of *Southampton Buildings*, *Holborn*.

MDCCCLXXIII.

12



O F

F I N E S.

THIS Word *Fine*, has several Significations in our Law; sometimes it means a Sum of Money imposed upon an Offender for some Offence done, and then it is also called a Ransome. And sometimes it is taken for an Income, or Sum of Money paid at the Entrance of a Tenant into his Land. And sometimes it signifies a final Agreement or Conveyance upon Record, for settling and securing Lands and Tenements; and in this last Sense it is to be taken and understood in this Treatise.

Shep. Touchf.
c. 2. Of a
Fine.

A Fine then, is an Agreement upon Record made with the King's Consent and Licence, and acknowledged by the Parties to the same upon a Writ of Covenant, or other original Writ, of Lands, Tenements or Hereditaments, before the Justices of the Common Pleas, or others thereunto authorised, and ingrossed of Record in the same Court. It is grown at this Day to be the

The Description of a Fine,
and from whence it derives its Name.

B

most

most common Assurance or Conveyance, and is the Strength of almost every Man's Inheritance.

Glanvil, l. 8.
c. 1.

Glanvil, speaking of Fines, says thus: *Contingit autem aliquando loquelas motas in Curia Domini Regis, per amicabilem Compositionem & finalem Concordiam terminari, sed ex consensu & licentia Domini Regis, vel ejus Justiciariorum.* He also says, *Quod dicitur talis concordia finalis, eo quod finem imponit negotio, adeo ut neuter litigantium ab ea de cætero poterit recedere.* And according to Bracton, *Finis est extremitas uniuscujusque rei, hoc est idem in quo unaquæque res terminatur; & ideo dicitur finalis concordia, quia imponit finem litibus.*

Bracton.

Stat. de finibus levatis,
27 Ed. 1.

In the statute *de finibus levatis*, 27 Ed. 1. Stat. 1. cap. 1. are these Words: *Quia Fines in Curia nostra levati finem litibus debent imponere & imponunt: Ideo fines vocantur; maximè, cum post duellum, vel magnam assisam in suo casu ultimum locum finalem teneant imperpetuum.*

Plowden.

In Plowden 358. a. A Fine, for its Worthiness, and the Peace and Quiet it brings, is termed *finis, fructus, exitus & effectus legis.*

A Fine being one of the highest Matters of Record, was first instituted for the quiet Establishing and sure Settling of Mens Inheritances; and as the Common Law hath prescribed a sure and safe Way to acquire and get the Property of Goods by Sale in Market overt, so also hath the Common Law

Law ordained a sure Manner of Conveyance for the Purchasing Lands, which is by Fine.

Fines are of very great Antiquity at the Common Law, and are as ancient as any Court of Record. They were frequent before the Conquest. 2 *Inst.* 511. The Antiquity of Fines.

In the statute *de Finibus Levatis*, made 27 E. 1. Anno Domini 1299, speaking of Averments that were allowed in Avoidance of Fines, and for which Cause the Statute was made, it is said, that those Averments were *contra Legem & contra Regni Antiquitatem usitatam*. Stat. de finibus levatis. 27 E. 1. A. D. 1299.

Glanvil, who was Chief Justice of England in the 28th Year of Henry the Second, Anno Domini 1181, gives us the Ancient Form of levying a Fine. l. 8. c. 2, 3.

In *Plowden* 368. b. it is said, that no Point of our Law is of greater Antiquity; and *Catlyn* is said to cite many Fines of Antiquity, and some before the Conquest, touching the Possessions of the Abbot of *Crowland*.

There are five Parts of every Fine, viz. *First* the original Writ, as appeareth by the Statute *de modo levandi Fines*, Anno 18 Ed. 1. *Stat.* 4. Anno Domini 1290, where it is said, that the Order of the Law will not suffer a final Accord to be levied in the King's Court without an original Writ; and so it is held 37 *Ass. plac.* 17. And upon every Writ by which Land is demanded, or by which Land is to be charged or bound, or which in any Sort doth concern Land, &c. a Fine may be levied. *Vide pur ceo*, 5 Ed. 2. Tit. *Fines*, *Statkam*, & 18 Ed. 4. 22. 19 E. 4. 2. 21 Of the Parts of a Fine. The original Writ.

Of Fines.

E. 4. 4. 32 E. 3. Scire Fa. 100. in Præcipe in Garr. de Charter, in Brevi de mesne, in Quid juris clamat, Per quæ servitia, in Ration' dimiss. & similia. The most usual original Writ whereon a Fine is levied at this Day is a Writ of Covenant, which runneth in this Form :

Writ of Cove-
nant.

GEORGE the Third, &c. To the Sheriff of *Essex*, Greeting: Command *M. S. Widow, P. G. and E. his Wife, and W. C. and M. his Wife*, that justly and without Delay they perform the Covenant to *T. B. Esq;* made between them of 1 Mesuage, 2 Barns, 2 Stables, 1 Garden, 1 Orchard, 10 Acres of Meadow, 30 Acres of Pasture, and 20 Acres of Furze and Heath, with the Appurtenances in *S.* And unless they shall so do, and the said *T.* shall give you Security that his Suit shall be prosecuted, then summon by good Summoners the said *M. P. E. W. and M.* that they be before our Justices at *Westminster* in eight Days of *St. Hilary*, to shew wherefore they will not do it; and have you there the Summoners and this Writ. Witness Ourselves at *Westminster* the 7th Day of *November* in the 9th Year of our Reign.

Browne.

Licentia Con-
cordandi.

Secondly, There ought to be Licence or Leave to agree, for which Licence there is a Fine due to the King, which is an ancient Revenue of the Crown, and is called the
King's

King's Silver; and this appeareth by these The King's Words in the said Statute *De modo levandi Silver is the Fines*, "Then, when they be agreed of the post Fine, or "Sum of Money that must be given to the King, Fine for Licence to accord. 2 Inst. 512. And when it is Case, 5 R. 39. a.

entered, this makes the Lands pass. 2 Inst. 517. Barne's Supplem. 32.

Thirdly, The Concord of the Fine begin- The Concord. ing thus, *Et est concordia talis*, &c. which is in this Form:

AND the Agreement is such, (to wit) That the aforesaid R. (*the Deforciant in the original Writ*) hath acknowledged the aforesaid Manors (*or other Tenements comprised in the Writ*) to be the Right of him the said H. (*the Plaintiff*) as those which the said H. hath of the Gift of the aforesaid R. and those he hath remised and quit-claimed from him the said R. and his Heirs to the aforesaid H. and his Heirs for ever. And for this, &c.

This is the Foundation and Substance of the Fine, and the other subsequent Parts are but Abstracts therefrom; for if the King's Silver be entered, although the Parties, or any of them, die before the other Parts are entered of Record, the Fine is good; as adjudged in *Carrel's Case*, 5 Eliz. *Dyer* 220. b. and by many later Cases.

The Note of
the Fine.

Fourthly, The Note of the Fine, which is but an Abstract out of the original Writ and the Concord, and is in this Form :

Between *R. B.* Plaintiff, and *D. S.* Deforciant, of the Manor of *D. &c.* whereupon a Plea of Covenant was summoned between them in the same Court, that is to say, That the said *D.* hath acknowledged the aforesaid Manor, *&c. ut supra.*

The Foot of
the Fine.

Fifthly, The Foot of the Fine which is thus :

THIS is the final Agreement made in the Court of our Lord the King at *Westminster*, from the Day of *Easter* in fifteen Days, in the ——— Year of his Reign, *&c.* before, *&c.* between *R. B.* Plaintiff, and *R. S.* Deforciant; and so recite in Effect the Concord,

The Foot of the Fine includeth all, and hath the Day, Year, Place, and before what Justices the Concord was made. *Tey's Case, 5 Rep. 39. a.*

When a Fine
is said to be
ingrossed.

A Fine is said to be ingrossed when the Chirographer hath made the Indentures of the Fine, and delivered them to the Parties. See *Tey's Case, Co. l. 5. fo. 38.*

Two Sorts of
Fines in ge-
neral, the one
at Common
Law, the
other accord-
ing to the Sta-
tute.

There are Fines at the Common Law, and Fines proclaimed according to the Statutes.

After the Ingrossing of every Fine, in the King's Court before his Justices of the Com-
mon

mon Pleas, of any Lands, Tenements, or any other Hereditaments, the same Fine shall be openly and solemnly read and proclaimed in the same Court the same Term, and in three Terms then next following the same Ingrossing, in the same Court at four several Days in every Term, and in the same Time that it is so read and proclaimed, all Pleas to cease. *Stat. 4 H. 7. c. 24.*

By this Statute a Fine was to be proclaimed sixteen Times, which by reason of the Multitude of Fines was a great Hindrance to the other Business of the Court; therefore it was afterwards enacted,

That all Fines with Proclamations to be levied in the said Court shall be proclaimed four Times, that is to say, Once in the Term wherein it is ingrossed, and once in every of the three Terms holden next after the same Ingrossing; and that every Fine proclaimed as aforesaid, shall be of as great Force and Effect in Law to all Intents and Purposes, as if the same had been sixteen Times proclaimed, according to the Statutes heretofore made. *Stat. 31 Eliz. c. 2.*

Proclamations must be made in Time of the Term, and therefore if any of the Proclamations happen to be made either before the Beginning or after the End of any Term, or on a Sunday or other Festival Day exempt from the Term, being *Dies non Juridicus*, as on the Feast of the Purification in Hilary Term, Ascension Day in Easter, All Saints or All Souls in Michaelmas Term, the Feast of St. John the Baptist, if it happen on any other

Stat. 4 H. 7.
For proclaim-
ing Fines four
Times in four
several
Terms.

Stat. 31 Eliz.
Fines to be
proclaimed
four Times
only.

If any of the
Proclamations
are made out
of Term on a
Day which is
*Dies non Ju-
ridicus*, the
Proclamations
are reverfable,
and the Fine
is only a Fine
at the Com-
mon Law.

Day than on the *Friday* next after *Trinity Sunday*, and be recorded accordingly, the Proclamations are reverfable notwithstanding the *Stat. 23 Eliz. c. 3.* and the Fine fhall be of no other Force than a Fine without Procla-

Altho' the Proclamations be duly made, yet if the contrary appears by the Record it is an *Estoppel*, and the Proclamations are reverfable.

mations; and altho' all the Proclamations be made within the Terms according to the Statute, and on Days which be *Dies Juridici*, yet if the contrary appears by the Record, the Proclamations are reverfable, and no Averment fhall be admitted againft the Record.

Proclamations reversed on a Writ of Error brought by the Heir of a Tenant in Tail who levied a Fine, for that one of the Proclamations was recorded to be made on a Sunday.

Tenant in Tail levies a Fine with Proclamations, whereof one was recorded to be made on the feventh Day of *June*, which Day was *Sunday*, and dies; the Ifsue brings Error and reverses the Proclamations; but the Fine remains good at the Common Law, and fhall be a Difcontinuance. Adjudged, this Proclamation could not be made as it is recorded, becaufe it is no Day in Court; and the Fine and Proclamations are feveral Records, and might have been avoided by Plea. *Fyshe againft Brocket, Plowden 265.*

But the Fine remained good at the Common Law.

Before Stat. 34 E. 3. Strangers were barred unless they claimed within a Year and a Day.

At the Common Law, before the *Stat. 34 E. 3. c. 16.* where a Fine was levied of Lands or Tenements, if any that was a Stranger to the Fine had Right to have and recover the fame Lands or Tenements, came not and made his Claim thereof within a Year and a Day after the Fine levied, he was

was barred for ever; *Quia dicebatur quod finis finem litibus imponebat.* And that the Law Proved by the was such, is proved by the Statute of *Westminster 2. de Donis Conditionalibus*, where it is *Statute de Donis, West.* said, if a Fine be levied of Tenements given^{2.} in Tail, &c. *Quod finis ipso jure sit nullus, nec babeant heredes aut illi ad quos spectat reversio (licet plenæ ætatis fuerint in Anglia & extra Prisionam) necessitatem apponere clameum suum.* Lit. Sect. 441.

A Feme Covert and he in Reversion or Feme Covert Remainder, expectant upon any Estate of and he in Re- Freehold, were barred by the Common Law version or Re- by the Non-claim of the Husband, or of the mainder barred by the particular Tenant, within the Year and Day Non-claim of after the Fine levied; to prevent which Mis- the Husband chief the *Stat. 34 Ed. 3. c. 16.* was made, or particular whereby it was ordained, That Non-claim Tenant; on a Fine should be no Bar. But this Sta- till Stat. 34 tute is said by Lord Dyer and others, in the E. 3. which Case of *Stowel and Zouche, Plowden 369.* to enacted, Quod be to the universal Trouble of the whole finis ipso jure Realm, for avoiding whereof, and for ma- sit nullus. king Fines of their former Strength, the Statute of the 4 *Hen. 7.* was made.

The *Stat. 4 H. 7. c. 24.* after ordaining *Stat. 4 H. 7.* that Fines shall be proclaimed in four several Terms, as in *Page* enacts, That the Proclamations being so made, the Fine to A Fine with conclude as well Privies as Strangers to the Proclamations to conclude as same, *Except* Women Covert, not being Parties to the Fine, and every Person then being as Strangers, within except Feme Coverts, In-
fants, &c. at the Time of the Fine, not being Parties.

within the Age of twenty-one Years, in Prison, or out of this Realm, or not of whole Mind at the Time of the Fine levied, not being Parties to such Fine.

Saving to all Persons, not being Parties, such Right as they have at the Time of the Fine, so that they pursue their Title within five Years.

And saving to every Person or Persons, and to their Heirs, other than the Parties in the said Fine, such Right, Claim and Interest, as they have to or in the said Lands, Tenements or other Hereditaments, the Time of such Fine ingrossed, so that they pursue their Title, Claim or Interest, by way of Action or lawful Entry within five Years next after the said Proclamations had and made.

Saving to all other Persons such Right as shall come to them after the Fine levied, so as they pursue their Right within five Years after such Right accrued.

And also saving to all Persons such Action, Right, Title, Claim and Interest in or to the said Lands, Tenements or other Hereditaments, as first shall grow, remain, or descend or come to them after the said Fine ingrossed and Proclamations made, by Force of any Gift in the Tail, or by any other Cause or Matter had and made before the said Fine levied, so that they take their Action, or pursue their said Right and Title according to Law within five Years next after such Action, Right, Claim, Title or Interest to them accrued, descended, fallen or come.

The said Persons may have their Action against the Pernor of the Profits of the Land at the Time of the

And that the said Persons and their Heirs may have their said Action against the Pernor of the Profits of the said Lands and other Hereditaments at the Time of the said Action to be taken.

And if such Persons at the Time such

And if the same Persons at the Time of such Action, Right and Title accrued, descended,

scended, remained or come unto them, be ^{Right accrues} *Covert de Baron*, or within Age, in Prison, ^{be Covert de Baron, In-} or out of this Land, or not of whole Mind, ^{fants, in Pri-} then it is ordained, that their Action, Right ^{son, &c.} and Title, be reserved and saved to them and ^{their Right} to their Heirs unto the Time they come ^{saved till they} and be at their full Age of twenty-one Years, ^{come of Age,} out of Prison, within this Land, ^{be out of Pri-} *uncovert*, ^{son, uncovert,} and of whole Mind; so that they or their ^{&c.} Heirs take their said Actions, or their law- ^{so that they} ful Entry, according to their Right and Ti- ^{take their Ac-} tle, within five Years next after that they come ^{tions within} and be at their full Age, out of Prison, within ^{five Years af-} this Land, *uncovert*, and of whole Mind; ^{ter they come} and the same Actions pursue, or other lawful ^{of Age, be} Entry take, according to Law. ^{out of Prison,} ^{uncovert, &c.}

And also that all such Persons as be *Covert* ^{All Feme Co-} *de Baron*, not Party to the Fine, and every ^{verts, Infants,} Person being within Age of twenty-one Years, ^{&c. at the} in Prison, or out of this Land, or not of ^{Time of the} whole Mind at the Time of the Fines le- ^{Fine before} vied and ingrossed, and by this Act afore- ^{excepted, to} take Action ^{within five} excepted, having any Right or Title, or ^{Years after} Cause of Action, to any of the said Lands ^{they are un-} and other Hereditaments, that they or their ^{covert, of} Heirs inheritable to the same, take their said ^{full Age, &c.} full Age, &c. Actions or lawful Entry according to their Right and Title, within five Years next after they come and be of Age of twenty-one Years, out of Prison, *uncovert*, within this Land, and of whole Mind, and the same Actions sue, or their lawful Entry take and pursue, according to Law.

And if they do not take their Actions and ^{And if they} Entry as aforesaid, that they and every of ^{do not, then} them, ^{to be conclu-} ded by the

said Fines as they that be Parties or Privies.

them, and their Heirs, and the Heirs of every of them, be concluded by the said Fines for ever, in like Form as they be that be Parties or Privies to the said Fine.

Saving to all Persons not Parties or Privies their Exception, Quod partes fines nihil habuerunt.

Saving to every Person or Persons not Party nor Privy to the said Fine, their Exception to avoid the same Fine by that, that those which were Parties to the Fine, nor any of them, nor no Person or Persons to their Use, nor to the Use of any of them, had nothing in the Lands or Tenements comprised in the said Fine at the Time of the said Fine levied.

Parties.

Those who levy Fines are Parties.

Privies.

Their Heirs are Privies, because there is a Privy of Blood between them.

Strangers.

Strangers are they who are neither Parties to the Fine nor Privies.

Parties and Privies not within the Saving.

Saving to all Persons, &c. He who takes Advantage of this must not be Party or Privy to the Fine; but if Tenant in Tail make a Feoffment, and the Feoffee levy a Fine, the Issue in Tail has five Years after his Ancestor's Death, as he is the *first* Person to whom the Right accrues after the Fine levied. But if Tenant in Tail be disseised, and the Disseisor levy a Fine with Proclamations, and five Years pass, and the Tenant in Tail dies, the Issue is barred; for after the Fine levied, the Tenant in Tail himself had the Right, and so the Issue not the *first* to whom the Right accrued; and the Issue in these Cases was not Privy but a Stranger to him that levied the Fine. 3 R. 87. b. Com. 374. Vide Peniston and Lister, 3 Cro. 896.

Where the Issue in Tail shall have five Years after his Ancestor's Death, and where not.

Though

Though the Issue be beyond Sea, an Infant, If Infant, &c.
Covert, or *Non compos mentis*, yet being Privy being privy
he is barred, as within none of the Savings. barred.

3 R. 91. a.

Colleges and others who are restrained from Corporations
Alienation by 13 El. c. 10. are not barred by where barred.
Fine and Non-claim, as that would quite elude
the Statute *Mag. Col.* 11 R. 78. Sole Corpo-
ration, as Bishop, Parson, Vicar, &c. the Suc-
cessor not bound, by 4 H. 7. Corporation
Aggregate is. *Com.* 376. 11 R. 71.

After the making of this Statute, it being
doubted whether a Fine levied by a Tenant in
Tail would bind the Heir of such Tenant and
all others seised or claiming to his Use, by the
Stat. 32 H. 8. c. 36. it was enacted.

Stat. 32 H. 8.

That all Fines levied according to the Sta- Fines levied
tute 4 H. 7. by any Person or Persons of full by Persons of
Age, of any Manors, Lands, Tenements or full Age of
Hereditaments, before the Time of the said Lands intailed
Fine levied in anywise entailed to the Person on them, or
or Persons so levying the same Fine, or to any any of their
the Ancestors of the same Person or Persons Ancestors, in
in Possession, Reversion, Remainder or in Use, Possession, Re-
shall be immediately, after the same Fine levied version, Re-
ingrossed, and Proclamations made, adjudged, mainder or
accepted, deemed and taken, to all Intents Use, shall im-
and Purposes a sufficient Bar and Discharge mediately af-
for ever against the said Person and Persons, ter such Fine
and their Heirs, claiming the same Lands, and Proclama-
Tenements and Hereditaments, or any Parcel tions made, be
thereof, only by Force of any such Entail; a Bar against
and against all other Persons claiming the same, such Persons
or any Parcel thereof, only to their Use, or to and their Heirs
the claiming by
Force of such
Entail.

the Use of any Manner of Heir of the Bodies of them.

Where Statute of Non claim extends to a Fine. If a Fine be levied without Proclamations, or without so many as the Law requireth, then the Statute of Non-claim doth extend to such a Fine. *1 Inst. 262. a.*

Feme Covert bound by the five Years on a Fine with Proclamations by the Husband alone of her Land. The Husband alone levied a Fine with Proclamations of his Wife's Land, and died, and five Years incurred without Entry or Action of the Wife; she is bound *per Cur'* by the Stat. 4 H. 7. and the Stat. 32 H. 8. c. 28. aids not, although it limits not any Time peremptory, for that speaks not of a Fine with Proclamations. *Dyer 72. b.*

He in Reversion or Remainder bound by Fine with Proclamations if he claim not in five Years. If Tenant in Tail levy a Fine with Proclamations according to the Statute, this is a Bar to the Estate-tail, but not to him in Reversion or Remainder, if he maketh his Claim, or pursue his Action within five Years after the Estate-tail spent. *1 Inst. 372. a.*

If a Gift be made to the Eldest Son and to the Heirs of his Body, the Remainder to the Father and to the Heirs of his Body; the Father dieth, the Eldest Son levied a Fine with Proclamations, and dieth without Issue; this shall bar the second Son, for the Remainder descended to the Eldest. *1 Inst. 372. a. b.*

Fine by Tenant in Tail, who died before the Proclamations passed, the Issue beyond Sea. *A.* Tenant for Life, Remainder to *B.* in Tail, Remainder to *B.* and his Heirs. *B.* levied a Fine, had Issue, and died before all the Proclamations passed; the Issue then beyond Sea; the Proclamations are made, the Issue returns, and upon the Land claims the Remainder. Resolved,

1. That

1. That the Estate which passed by the Fine was not determined by the Death of *B.* for if Tenant in Tail of a Rent, or other Thing that lies in Grant, do grant it in Fee, and die, it is not void by his Death, but the Issue has Election to make it void or voidable; for if he distrains he makes it void, if he brings *Formedon* he makes it voidable. So if Tenant in Tail of Land grant it in Fee, the Grantee has an indefeasible Estate only for the Life of the Tenant in Tail, but it remains after the Death of Tenant in Tail, till defeated by the Entry of the Heir; for if he had an Estate only for the Life of Tenant in Tail, then Tenant in Tail would have a Reversion in Tail, and so might have an Action of Waste, but he cannot as he has granted all his Estate. Also the Statute 32 *H. 8. c. 36.* enforces the Case, that the Estate shall not determine by the Death of Tenant in Tail; for it providing that Fines by Tenant in Tail in Possession, Reversion or Remainder, after the Ingrossment and Proclamation, shall be a Bar, &c. if it cannot be a Bar except the Estate given by the Fine continue, the Statute preserves it; for making the Fine a Bar, it provides all Things incident and necessary for the Perfection of it.

2. That no Claim being made by the Heir in Tail before all the Proclamations passed, the Right of the Estate which descended upon him is barred. *Per 4 H. 7. 32 H. 8.* As no Claim the Issue barred.

3. The Issue in Tail being Heir, can by no Claim prevent the Right of the Estate-tail Issue in Tail can by no Claim prevent the Bar.
from

Exception in
4 H. 7. ex-
tends only to
Strangers.

from being barred; for 4 H. 7. enacts, That after Ingrossment and Proclamation, it shall conclude as well Privies as Strangers; so as if there had not been an Exception for the Rights of Strangers, the Rights of all Persons had been barred; and this Exception extends only to Strangers, not to Privies. *Case of Fines*, 3 R. 84.

Death of Co-
nufor, and Ac-
tion brought
by the Issue in
Tail before
Proclamations
passed, Fine
good.

Purflow's Case. Sir George Blunt, Tenant in Tail, levied a Fine, and dies before Proclamations pass, leaving Issue a Daughter married to *Purflow*, who bring a *Formedon*, pending which the Proclamations pass. *Cur'*, The Tenant may plead this Fine and Proclamations, and bar the Demandants, yet a Right of Entail descended upon the Issue, and they and her Husband pursued their *Formedon*, which was all they could do; but the Fine is the Conveyance of the Estate, and the Proclamation is but a short Repetition of it, and only added by 32 H. 8. to shew it levied according to 4 H. 7. and to distinguish it from a Fine at the Common Law. 3 R. 90.

The Parties to a Fine.

Infants.

A Fine levied
by an Infant,
unless reversed
during his Mi-
nority, is un-
avoidable,

PARTIES are the Conufor and Conufee. An Infant ought not to be Conufor of a Fine; but if he do levy a Fine, and it be not reversed during his Minority, the Fine is unavoidable in Law, and the Heirs of the Infant have not any Remedy by the Law to re-

reverse it; the Cause is for this, that the Age of the Infant is not to be tried but by Inspection of his Person, *Non testium testimonio, non juratorum veredicto, sed judicis inspectione solummodo*. But the Judges may inform themselves by Witnesses, Church-Books, &c. And the Reason of it is, that the Fine should otherwise as well lose its Effects as its Name, for *Dicitur finis ab effectu, quia finem litibus imponit*; and if Infancy should be tried otherwise than by Inspection, no Man could be sure of his Inheritance; for after the Death of the Conusor Averment might be made many Years after, that the Conusor was within Age at the Time of the Fine, and so many Records be avoided by naked Averment, which would be against Law. *Fitz. N. B. fo. 21.* If an Infant levy a Fine, he shall have a Writ of Error during his Nonage, and assign it for Error; and this is the Error in Law of the Court, and shall be tried by the Judges of the Law.

Tenant for Life, Remainder in Fee to an Infant; they join in a Fine, which is afterwards reversed *quoad* the Infant; the Conusee shall enjoy the Land during the Life of Tenant for Life.

Error to reverse a Fine for Nonage, and before it was reversed the Plaintiff came of Age; and it was alledged, the Fine could not be now reversed, as the Plaintiff had levied another Fine to a Stranger, and thereby extinguished his Title of Error, which was agreed by *Popham* and *Cooke*, if it had been pleaded. If the Disseisor levy a Fine to a Stranger, the Disseisor shall

and his Heirs have no Remedy. The Reason of it. 2 Roll. Abr. 572, 573. 1 Vent. 69.

Fine by Infant and Tenant for Life good *quoad* Tenant for Life.

Right to reverse a Fine for Nonage extinguished by levying a subsequent Fine.

shall take Advantage of it. *Hart and Amerideth, Noy 59.*

The Heir, who had brought a Writ of Error to reverse a Fine, had first made a Feoffment of Part to a Stranger. It was said, this is a Bar only as to that Part, and the Fine shall be reversed *quoad* the Rest. *3 Cro. 468.*

Fine by an Infant and another, the Infant may alone bring Error.

Error by an Infant to reverse a Fine for Nonage. *Obj.* That it was levied by him and *A.* the Tenant for Life, and they ought to join in the Writ, and there ought to be Summons and Severance. *Non allocatur*; as no Error in the Record, but in Fact; if two Infants bring a Writ of Error, they must assign Error severally. So if one be within Age, he must bring his Writ alone; and here the Fine was reversed only *quoad* the Infant, and he shall not take Advantage of the Forfeiture by the Tenant for Life's joining in the Fine, as he himself was a Party and consenting. *Piggot ver. Ruffel, 3 Cro. 115, 124.*

Lunaticks, Ideots, &c.

If a Judge take the Acknowledgment of a Lunatick or Ideot to a Fine, it is not reversible, and why. *Fieri non debet factum valet. Shep. Touch. 6.*

Lunaticks, Ideots, or other Persons not having the Use of their Reason, ought not to be Cognisors of a Fine. But if the Judge take the Acknowledgment of such Person to a Fine, the same it not reversible, neither shall his Heirs avoid it, for it is a Matter of Record, which shall not be avoided by a bare Averment of *Non compos mentis*, for the Inconvenience which would follow thereupon. Also such Averment is against the Office and Dignity of a Judge, for he ought not to take any Cognisance of a Fine of him who is *Non compos mentis*.

A most

A most remarkable Instance of a Fine acknowledged by a Person wanting Reason is in Case.

Coke's 12 Rep. fol. 123. Mansfield's Case, An. 23 Eliz. in the Court of Wards. *Henry Busbley* seised in Fee, devised his Lands to *Henry* his Son in Tail, Remainder to one *William Busbley*, and appointed *Thomas Harrison*, whom he made Executor, to have the Education of his Son, who was under Age. It afterward happened that *Henry* the Son became a monstrous and deformed Cripple, and proved an Idiot *a nativitate*, and by the Practice of one *Nicols* and others was taken out of the Custody of his Guardian, and carried upon Mens Shoulders to a Place unknown, and there kept in Secret

until he had acknowledged a Fine of his Lands to one *Boithome*, before Justice *Southcote*, *Anno 9 Eliz.* and by Indenture between them, the Use of the said Fine was declared to the Use of the Cognisee and his Heirs, which *Boithome*, *Anno 12 Eliz.* conveyed the said Land to one *Henry Mansfield*; and *Anno 12 Eliz.* the said *Henry Busbley* the Son by Inquisition was found an Idiot *a nativitate*; and upon this in *Anno 33 Eliz.* the Court of Wards took Order for the Possession of the said Lands.

And it was moved as a Doubt in the said Court of Wards, whether the said Fine should be to the Use of the said Idiot and his Heirs; for notwithstanding that the Fine which is of Record binds the Idiot for the Causes aforesaid, yet the Indentures are not sufficient to direct the Uses. But it was resolved, that forasmuch as he was enabled by the Fine

A Fine acknowledged, and the Uses thereof declared by one, who was a monstrous and deformed Cripple, and an Idiot *a nativitate*.

As he was enabled to levy the Fine, he was not disabled to limit the Uses.

as to the Principal, he shall not be disabled to limit the Uses, which are but as Accessory.

And the same is the Law of an Infant and Feme Covert. And the said *Mansfield* brought an Action of Trespafs in the Common Pleas against one *Trot*, the Farmer of the said Lands, and the Issue was to be tried at the Bar; and the said deformed Ideot was sent out of the Court of Wards to be shewn to the Judges of the Common Pleas and to the Jury, and being brought upon a Man's Shoulders, the Judges hearing that the Title of *Mansfield* was under the said Fine levied by that Ideot, the Lord *Dyer* and the Court, by Consent of Parties, caused a Juror to be withdrawn. And the Lord *Dyer* said, that the Judge who took that Fine was never worthy to take another: But notwithstanding this, and that the monstrous Deformity and Ideocy of *Busbley* was apparent and visible, yet the Fine stood good.

Notwithstanding the monstrous Deformity and Ideocy of the Conusor, the Fine stood good.

Baron and Feme levy a Fine of the Lands of the Wife; all passes from her, and all Charges of the Baron determine by his Death.

Feme Covert Conusor to be examined.

If a Feme Covert be a Conusor, she must be first examined; and if she do not assent thereunto, the Fine shall not be levied. *Stat. 18 Ed. 1. Stat. 4.*

But a Fine without such Examination is binding.

If a Feme Covert with her Husband levy a Fine without such Examination, it shall bind the Feme and her Heirs for ever, and they have no Remedy to reverse the same. But the Judge offends greatly in taking the Fine without such Examination.

A Feme

A Feme Covert within Age ought not to levy a Fine, for she cannot reverse it during her Coverture, nor after, if her Coverture continue till she be of full Age.

Fine by Feme Covert within Age not reversible by her unless uncovert, she becoming Covert within Age.

Husband and Wife levied a Fine of the Wife's Land, and after, because the Wife was within Age, they sued a Writ of Error to reverse the Fine. The Question was, If this should be reversed as to the Wife only, or against the Husband; and after long Debate it was resolved, that it should be against both, for it is entire, and cannot be affirmed in Part and disaffirmed in another Part. Cited in *Owen* 21.

Fine acknowledged by Baron and Feme within Age of the Wife's Land, reversed as to both on a Writ of Error brought by them.

Baron and Feme levy a Fine, and after bring Error for the Nonage of the Feme, the Fine shall be reversed *in toto*, for where they join it shall be intended the Inheritance of the Feme, and if not, the Party may shew it upon the *Scire Facias*. *Charnock v. Worsley*, 3 Cro. 129. *Vide postea*. 3 Lev. 36.

Herbert Perrot having married a Wife that had an Inheritance of a considerable Value, prevailed on her (while she was but of the Age of twenty Years) to levy a Fine, the Use whereof was declared to him and her and the Heirs of their two Bodies. The Fine was taken on a *Dedimus Potestatem* by Sir *Herbert Perrot* his Father and another, after which the Wife died without Issue, but had Issue at the Time of the Fine.

A Fine acknowledged by Baron and Feme within Age of the Wife's Land, not to be set aside on Motion after the Wife's Death.

It was moved in Court that the Fine might be set aside, and a Fine imposed upon the Commissioners for undue Practice, and for taking a Fine of one under Age. But all

If the Wife
had been alive
and within
Age, would
bring her in
by Habeas
Corpus, for
perhaps Husband would not suffer the bringing a Writ of Error.

the Judges agreed they could not meddle with the Fine: But if the Wife had been alive and still under Age, they might bring her in by *Habeas Corpus*, and inspect her, and set aside the Fine upon Motion, for perhaps the Husband would not suffer the bringing a Writ of Error. *Vide 1 Vent. 209.*

Commission-
ers taking the
Consuance of
an Infant of
20 Years of
Age not fined.

It not appearing that the Commissioners knew she was under Age, and it not being to be discerned by View, she being twenty, they were not fined. *2 Vent. 30. Vide Anne Hungegate's Case, 12 Co. 121. and Warcombe and Carrel's Case, 12 Co. 124.*

Fine levied by
Baron and
Feme, an In-
fant of 16
Years of Age,
of the Wife's
Lands vacated
on Motion
upon Insp-
ction of the In-
fant,

Hutchinson and his Wife, she being an Infant of 16 Years of Age, levy a Fine of the Wife's Lands; the King's Silver was paid, and the Fine completed and exemplified, but on Complaint of him in Remainder in Fee, dependant on the Estate-tail of the Wife, the Husband and Wife were brought into Court by Rule and examined, and upon Examination the levying the Fine and the Infancy appeared, and the Father and Mother of the Infant came into Court, and prayed that the Fine might stand; but the Court vacated the Fine, and caused the Exemplification to be brought into Court, and delivered up; and ordered him in Reversion to prosecute an Information against the Commissioners who took the Consuance of the Fine. But note, the *Vacatur* was entered *quoad* the Wife only. *3 Lev. 36. Vide antea, fo. 20. Owen 21.*

and Commis-
sioners order-
ed to be pro-
secuted.

The

The Law allows a Fine levied by Husband and Wife, because she is examined of her free Will judicially by an authentic Person trusted by the Law, and by the King's Writ, and so taken in a Sort as a sole Woman.

If a Woman Covert levy a Fine alone as if she were Sole, this shall bind her, for that she shall not be received to say she was Covert, though her Husband shall; and may enter and restore the Land to himself and his Wife both.

Fine by Baron and Feme is allowed, because the Wife is examined of her free Will.

Fine by Feme Covert alone shall bind tho' the Husband may enter and restore to both.

Hob. 225.

If a Feme Covert (as a Feme Sole) levieth a Fine by herself of Land, whereof she is seised in Fee, to another and his Heirs, in this Case if the Husband doth not enter, the Fine shall bind the Wife and her Heirs for ever; and in the same Case, if the Husband entereth and dieth, the Conusee shall not have the Land, for by the Entry of the Husband the whole Estate of the Conusee was defeated, and the old Estate of the Wife reverted in her, and the Husband seised of the whole Estate as in the Right of his Wife. *Co. lib. 7. fo. 8. Earl of Bedford's Case.*

In such Case the Entry of the Husband defeats the whole Estate of the Conusee, and reverts the Estate in the Wife, otherwise it shall bind her and her Heirs.

The Husband may avoid a Fine so levied after his Wife's Death, during his own Life, if he be Tenant by the Curtesy.

Such Fine may be avoided after the Wife's Death by Tenant by Curtesy.

A Feme Covert ought not to levy a Fine but with her true and right Husband.

For if living her first Husband she marry another Man, and with him and by his Name acknowledge a Fine, it shall not bind her, because she is misnamed.

But if she with her right Husband by a wrong Christian Name levy a Fine, she is estopped during her Life.

If a Jointure be made to a Wife of Lands before the Coverture, and after the Husband and Wife alien by Fine those Lands so conveyed for her Jointure, she shall not be endowed of any of the other Lands of her Husband; but if the Jointure had been made after Marriage, notwithstanding the Alienation by the Husband and Wife thereof by Fine, yet seeing her Estate was originally waivable, and the Time of her Election came not till after the Decease of her Husband, she may claim her Dower in the Residue of his Lands. 1

Inst. 36. b.

A Fine of the Wife's Lands levied by the Husband alone may be avoided.

A man compelled by Threats, &c. acknowledging a Fine is barred notwithstanding.

A Bishop without his Dean and Chapter, &c. ought not to levy a Fine.

Either Conusor or Conusee should be seised of the Land.

Neither ought the Husband without his Wife to levy a Fine of her Lands, for she and her Heirs may avoid it after his Death.

A Man compelled by Threatnings or Imprisonment ought not to be admitted to levy a Fine, and if he should, he would be thereby barred, for the Law will intend he was at Liberty, and did it freely.

A Bishop without his Dean and Chapter, a Dean without his Chapter, a Parson, Vicar, Prebendary, or Chantry Priest, without his Ordinary, a Mayor without his Commonalty, or the like, ought not to levy a Fine.

Either the Conusor or Conusee must be seised of the Lands aliened, for the Fine is void if neither be seised at the Levying thereof.

Yet

Yet the Vouchee, after he hath entered into Warranty, may levy a Fine to the Demandant, though in Fact neither of them be seised, for such Vouchee is Tenant in Law, and may confess the Action, because of the Privity between him and the Demandant; but a Fine levied by him to a Stranger is void.

Persons outlawed or waived in personal Actions may alien by Fine, or otherwise, for their Estates remain in them still, though they thereby forfeit the Profits of their Lands. *Shep. Touch. 7.*

Persons attainted of Treason or Felony may not be Conusors, for their Estates be forfeited; yet such Fines will bind all Persons but the King and the Lord of whom the Land is holden, for their Times, for their Estates remain in them so long as they live.

A Tenant for Life may levy a Fine *sur Grant & Release* of the Lands which he holdeth for Life, to hold by the Conusee for the Life of the Conusor, and it is no Forfeiture; but if the Estate be larger, or the Fine be *sur Cognisance de droit come ceo*, &c. it is a Forfeiture of his Estate.

The Law is the same of Fines levied by Tenant in Tail after Possibility of Issue extinct, Tenant in Dower, or by the Curtesy.

Dower, or by the Curtesy, may levy.

Devise to *A.* for Life, and when *B.* attains twenty-five Years, to him in Fee; *B.* before twenty-five, levies a Fine, and after attains that Age, and dies, his Heir is barred by the Fine,

Fine before,
his Heir is
barred.

Fine, and cannot aver, *Quod partes finis nihil habuerunt*, and the Estoppel found by the Verdict bars as well as if pleaded. *Johnson v. Gabriel*, 3 Cro. 122.

A particular Tenant, as in Dower, by the Curtesy or for Life, cannot by Fine grant and surrender his Estate to him in Remainder or Reversion, but may by Fine grant and release the same.

Tenant in
Common and
Jointenant,
and a Coparce-
ner, may levy

A Tenant in Common or Jointenant may levy a Fine of his Part, so may a Coparce-
ner.
a Fine of his Part.

If a Disseisor levy a Fine with Proclamations, and the Disseisee do not within five Years enter or claim, he and his Heirs are barred for ever.

Issue in Tail
may levy a
Fine.

Issue in special Tail, with Remainder to himself in Fee, in the Life of Tenant in Tail, levies a Fine with Proclamations, and then the Tenant in Tail dies, the Estate Tail is bound and extinct, for the *Stat. 32 H. 8. c. 36.* says, *In anywise entailed to the Person so levying the Fine, or to any of his Ancestors.* 3 R. 51. a.

Where the
King may
levy a Fine.

Ref. That the King being Tenant in Tail by a Gift to any of his Ancestors, being Subjects, may by Fine *Sur Grant & Render* bar the Entail; 1. As the King is bound by the Statute *de donis*, as adjudged in Lord Barkley's Case, *Com. 240*, it is reasonable he should take the Benefit of the Acts 4 H. 7. c. 24. and 32 H. 8. c. 36. which enable Tenant in Tail

to bar his Issue. 2. A general Statute binds the King for Lands descended to him from any of his Ancestors, being a Subject, but not in the Case of a Royal Descent, except in special Cases. 3. The King's Issue at the Time of the Fine are Subjects, and so within the Statute. It seems that the Conusee after the Render ought to have Letters Patent to enable him by express Words to enter, for otherwise the Fine being executory, it may be doubted whether the Conusee can enter upon the King. 7 Rep. 32.

The King may bar an Entail by Fine, but What Fine it must be by way of Grant and Render, and he may levy. not by immediate Writ of Covenant. 1 Cro.

97.

Smith being Tenant for Years rendering Rent, and seised of Copyhold Tenements under Rent, and also seised in Fee of Freehold Lands in the same Vill, leases all to *A.* for Life, and after levies a Fine with Proclamations of so many Messuages, &c. as comprised all, purposely to bar the Lessor, &c. of the Inheritance; the five Years past, and the Term expired, but he constantly paid the Rent.

Fine by Lessee for Years will not bar the Lessor.

Resolved, the Lessor is not barred :

1. As the Makers of the Stat. 4 H. 7. c. 24. never intended that Fines levied by Lessees for Years, Tenant by Copy or at Will, not pretending to the Inheritance, but practising to disinherit their Lessors or Lords, should bar them.

2. As the Act is to avoid Strife and Debates, and this propagates them.

3. If

3. If a Statute be doubtful, it is good to construe it according to the Reason of the Common Law, which holds all Acts, as well judicial as other, tortious and illegal, if mixed with Fraud, though otherwise lawful of themselves.

4. The Covin was so secretly contrived that the Lessor could not come to the Notice of it; for after the Feoffment he continues the Possession, and pays the Rent, and the Levying the Fine was no great Cause of Suspicion, as he had Lands in Fee there, and it was supposed to be levied of such Lands as it lawfully might, and though it was of a greater Number of Acres, yet that is usual, and perhaps the Lessor knew not the just Quantity; so that the Difference is where the Party comes in by Title, as by Demise, betwixt whom and the Lessor there is a Trust and Confidence, and he contrives the Fraud so secretly that it cannot be known, and where he comes in by Tort, as by Disseisin, for there he cannot be presumed to be misconusant,

On Fine levied by Tenant for Life, the Lessor has five Years after his death to enter.

Lessee for Life levies a Fine with Proclamations; the Lessor has five Years after his Death, though his Title of Entry first accrues by levying the Fine, yet as by the Covin of the Party the Reversion might else be barred, and the Lessor expects not to enter till the Tenant's Death, he has five Years after.

The like on a Fine levied by Feoffee of Tenant for Life.

Lessee for Life makes a Feoffment in Fee to A. who having other Lands in that Vill, levies a Fine; the Lessor has five Years after the

the Tenant's Death, for he cannot know of what Lands the Fine is levied.

Lessee for Years by Practice and Covin enfeoffs *A.* who having other Lands there relevies a Fine, and yet the Lessee pays the Rent; the Lessor is not barred, for this is a Fraud apparent, the Lessor was secure, and had no Cause of Suspicion. Fine by Lessee for Years no Bar.

Obj. It would be mischievous to avoid Fines by naked Averments. *Ans^w.* It would be a greater Mischief if such Fines should bind; one may aver Fraud in a Fine by 27 *El. c. 4.* So one may avoid by Averment of Usury. 13 *El. c. 8.* *Fermor's Case*, 3 *Rep.* 78. Of Averment against Fines.

In Ejectment upon special Verdict the Case was; Lessee for Years, determinable upon three Lives, makes a Feoffment, the Feoffee levies a Fine, he in the Remainder dies within five Years after the Fine levied, his Heir within Age. If the Heir shall be bound by the Five Years attached in his Father's Lifetime, or he shall have five Years after his full Age, or five Years after the Term ended? *Catlin* in *Stowell v. Zouch*, *Plowd.* 353. *b.* That where Lessee for Life or Years levies a Fine, the five Years shall commence presently. But Lord *Coke* in *Marg. Podger's Case*, 9 *Rep.* 104. makes a Difference between the Lessee for Life and Lessee for Years, for in the Case of Lessee for Life he shall have five Years after the Death of Tenant for Life. But *Hale* held, there was no Difference betwixt Lessee for Life and for Years to this Purpose, for he should have five Years after the End of either; and the true Reason in these Cases why
this

this shall not bar, is the Privy between the Lessor and Lessee, and the Lessee is trusted with the Possession, which is infringed by this unlawful Act; and this is the Reason too of *Fermor's Case*, though there be an Ingredient of Fraud in that. Adjudged accordingly, *Whaley and Tankard, Trin. 21 Car. 2. in B. R. Ro. 1513.*

A Fine may be levied by Tenant in Fee-simple, Tenant in Tail General or Special, and by Tenant in Remainder or Reversion.

Who may be
Conusees.

Of the Conusees.

ALL such Persons as may take by Grant may be Conusees, as Persons of full Age, Infants, Feme Coverts, Madmen, Lunaticks, Ideots, Men imprisoned, Men out of the Realm, all Corporations and Civil Bodies, Men attainted of Felony or Treason, Men outlawed in personal Actions, Bastards, Clerks, Councils, Aliens, &c. *Shep. Touch.*

Feme Covert
Conusee not
concluded
from claiming
her former E-
state.
Corporations
may be Conu-
sees on a Writ
to the Justices
quod permit-
tant finem le-
vari.

7. If a Fine be acknowledged to a Feme Covert, and she had any better Estate before the Fine, the Fine shall not conclude her from claiming it.

A Dean and Chapter, Mayor and Commonalty, or other Corporation, may be Conusees, but before the Ingrossing the Fine to such Corporation, a Writ ought to be directed to the Justices of the Common Pleas, *quod permittant finem levare.*

Of

Of naming the Parties.

AS the Names of the Parties must be inserted in Fines and other Instruments, to the End that it may be certainly known who are the Parties thereto, they ought to be named by their right Names of Baptism and Surnames.

But some are named without their Surnames, as *Charles Duke of Grafton, Spencer Earl of Wilmington, John Lord Delawar.*

Though it be not necessary in Fines to give the Parties their proper Additions of Place, Estate, Degree, Mystery or Occupation, yet if there be two or more in one Parish of the same Name of Baptism and Surname, it is proper for Distinction Sake to give them some Addition, as *W. S. the Elder or Younger.* If a Man have two Sons of one Name, or the Father and his Son be of the same Name, the Father should not have the Addition of the Elder, but the Son should have the Addition of the Younger, and not the Elder Brother but the Younger Brother should have the Addition of Younger.

A Fine levied to *A. and Sibel* his Wife (where her Name of Baptism was *Isabel*) was holden void. *Shep. Touch. 7, 8.*

What

What Persons have Power to take the Conusances of Fines.

Who have
Power to take
the Conusances
of Fines.
Stat. de finibus,
18 Ed. 1.
Stat. 4.

THE Stat. de Finibus, made 18 Ed. 1. Stat. 4. says, That the Order of the Law will not suffer a Fine to be levied in the King's Court without an original Writ, and that must be at the least before four Justices of the Bench, or in Eyre, and not otherwise, and in the Presence of the Parties named in the Writ, who must be of full Age, of good Memory, and out of Prison.

Stat. 4 H. 7.

But by the Stat. 4 H. 7. a Fine levied before the Justices of the Common Pleas is good although there be but two Justices there.

Stat. of Carlisle,
15 Ed.
2.

And by the Statute of *Carlisle*, Anno 15 Ed. 2. it is enacted, That as well the Parties Demandant or Plaintiff, as the Tenants or Defendants, that will yield or acknowledge their Right of Lands or Tenements unto others, upon Pleas of *Warrantia Chartæ*, Covenant and other Writs, whereupon Fines are to be levied, before the Justices of the Bench, before such Fines do pass, the Parties shall appear personally, so that their Age, Ideocy, or other Default (if any be) shall be judged and discerned by the said Justices; Provided that if any Person be by Age or Impotency decrepit, or by Casualty so oppressed and withholden that by no Means he is able to come before the Justices in Court, then two or one of the Justices, by the Assent of the Residue of

Of Fines.

of the Bench, shall go unto the Party so diseased, and shall receive his Conusance; and if there go but one Justice, he shall take with him an Abbot, a Prior, or a Knight, a Man of good Fame and Credit, and shall certify the Justices thereof by the Record.

Fines at this Day are acknowledged either in Court, before the Chief Justice of the Common Pleas out of Court, or before Commissioners, by Virtue of a Writ of *Dedimus Potestatem*.

Fines acknowledged either in Court, before the Ch. Just. alone, or before Commissioners.

The Chief Justice of the Common Pleas may take the Conusance of a Fine out of Court without any Writ of *Dedimus Potestatem*, and that the Chief Justice of the King's Bench, or any other Judge or Serjeant at Law cannot; and this seems to be by Custom and Usage; for it does not appear that there is any such special Authority given to the Chief Justice of the Common Pleas by any Statute.

The Power of the Ch. J. in taking Fines.

In *Dyer*, fo. 224. pl. 31. it is said, *Capitalis Justiciarius de Banco solus per prerogativam officii sui potest capere recognitiones finium absque Dedimus Potestatem*.

It seems that Justices of Assise, by the general Words of their Patents may take and certify Acknowledgments of Fines, as appears in *Dyer* 224. pl. 31. But it is said they will not now certify such Fines without a Writ of *Dedimus Potestatem*.

Justices of Assise may take Conusances of Fines by the Words of their Patents.

If the intended Conusor of the Fine, by Reason of Infirmary, or other reasonable Cause, cannot come to Court to acknowledge the Fine,

When the Conusor may have a Writ Dedimus Potestatem.

Of Fines.

Fine, he may have a *Dedimus Poteftatem*, which is in this Form :

This is made
out by the
Curfitor of the
County where
the Lands lie.

GEORGE the Third, by the Grace of God,
of Great Britain, France, and Ireland,
King, Defender of the Faith, &c. To our
trusty and well-beloved Sir *Thomas Clarke*, Knt.
and to our beloved *Thomas Manwood*, *Philip
Knightbridge*, *Mapplefdon Bounds*, and *Philip
Betts*, Gentlemen, Greeting: Whereas our
Writ of Covenant is depending before our
Justices of the Bench, between *T. B. Esq;* and
M. S. Widow, *P. G.* and *E.* his Wife, and
W. C. and *M.* his Wife, of one Messuage,
two Barns, two Stables, one Garden, one
Orchard, ten Acres of Meadow, thirty Acres
of Pasture, and twenty Acres of Furze and
Heath, with the Appurtenances, in S. in the
County of *Effex*, that a Fine may be levied
thereof between them, before our said Justi-
ces in the same Bench, according to the Law
and Custom of *England*; and the said *M. P.
E. W.* and *M.* are so infirm that they cannot,
without the greatest bodily Danger, travel to
Westminster to make the Acknowledgments in
this Behalf required at the Day in our said
Writ specified, as we are informed: We ten-
dering the Condition of the said *M. P. E. W.*
and *M.* in this Behalf, have given Power to
you, or two of you, to take the Acknowledg-
ments which they the said *M. P. E. W.* and
M. shall be willing to make before you, or
two of you, concerning the Premises; and
therefore we command you, or two of you,
that going in Person unto the said *M. P. E.
W.*

W. and *M.* you take their said Acknowledgments, and when you shall have taken the same, that you distinctly and plainly under your Seals, or the Seals of two of you, certify our said Justices thereof, that then the Fine aforesaid may be levied between the said Parties of the Premises before our said Justices in the same Bench, according to the Law and Custom above mentioned, sending to the same Justices this Writ. Witness Ourselves at *Westminster* the 8th Day of *November* in the 9th Year of our Reign.

Nota; you indorse on the Back hereof these Words, viz. The Execution of this Writ appeareth in a certain Schedule hereunto annexed.

Browne.

Indorsed by the Lord Chancellor of Great Britain, at the Instance of the Demandant.

A. C.

Though this Writ appears to be granted on a Suggestion that the Party is infirm and unable to travel, yet such Suggestion is very seldom true, the Writ being generally obtained to save the Charge of a Journey to *Westminster*, when the Party lives at a great Distance.

This Writ must be signed by the Lord Chancellor or Lord Keeper, and by one of the Judges of the Circuit where the Lands lie.

Dedimus Potestatem signatam per nos, Lordum Chancellorem et Judicem Assise.

A Judge or other Person being Conussee of a Fine, may not take the Acknowledgment thereof himself; for if he do, the Fine is void.

The Conussee may not take the Acknowledgment of a Fine.

Fines are to be levied in the Court of

Fines only to be levied in

the Court of
Common
Pleas.

Common Pleas only ; and therefore all Acknowledgments thereof must be certified to that Court.

By special Grant Fines may be levied in a base Court.

But a Fine levied in Ancient Demesne by Custom is void ; and so it is, if levied in any other inferior Court. For the King would thereby lose his Fine *pro licentia concordandi*. Q. 3 Cro. 117. A Fine levied before the Bailiffs of *Salop* reversed as void, it not appearing by what Authority it was levied, for it is in Derogation of the Crown, and the Profits of it *pro licentia concordandi*. 3 Cro. 314.

Fines in Che-
ster,

By the Stat. 2 & 3 Ed. 6. c. 28. Fines may be levied in the County Palatine of *Chester*.

Lancaster,

By 37 H. 8. c. 19. Fines may be levied of Lands in the County Palatine of *Lancaster*.

Durham.

And by Stat. 5 El. c. 27. Fines may be levied within the County Palatine of *Durham*.

Of Fines Executed and Executory.

EVERY Fine is either Executed or Executory.

Of a Fine Ex-
ecuted.

A Fine Executed is such a Fine as of its own Force giveth immediate Possession (at least in the Law) unto the Conusee, so that he hath no need of a Writ of *Habere facias seisinam* for the Executing thereof, but may enter ; of which Sort is a Fine *Sur Cognissance de droit come ceo que il ad de son done*, which is the surest Fine of all.

A

A Fine Executory is such as doth not of its own Force execute the Possession in the Conusee; as a Fine *Sur Cognisance de droit tantum*, Fines *Sur Done*, Grant, Release, Confirmation, or Render; for if such Fines be not levied, or such Render made unto them that be in Possession at the Time of the Fine levied, the Conusees must sue Writs of *Habere facias seisinam*, according to their several Cases, for the obtaining of their Possessions: Nevertheless if at the time of levying such Executory Fines, the Party unto whom the Estate is thereby limited be in Possession of the Lands passed thereby, he needeth no Writ of Execution of the same, for then the Fine enures by way of Extinguishment of Right, and alters not the Estate or Possession of the Conusee, but perchance betters it.

Some Fines be single and some double.

BY a single Fine nothing is granted or rendered back by the Conusees, or any of them, to the Conusors or any of them.

A double Fine contains a Grant and Render back again either of some Rent, Common, or other Thing out of the Land, or of the Land itself, to all or some of the Conusors for some Estate, limiting thereby many Times Remainders to Strangers, who are not named in the original Writ.

Fines are divided into five Sorts, *viz.*

D 3 .

1. Fines

Of Fines.

1. Fines Sur Cognisance droit come ceo qu'il ad de son Done.
2. Fines Sur Done, Grant & Render.
3. Fines Sur Cognisance de droit tantum.
4. Fines Sur Concessit.
5. Fines Sur Release.

Fine Sur Cognisance de droit come ceo, &c.

A Fine Sur Cognisance de droit come ceo que il ad de son Done, is the best, most principal, and surest of all Kinds of Fines, by which an Estate passeth absolutely to the Conusee without rendering any Thing back again to the Conusor, and therefore it is said to be single. It is levied with Proclamations, according to the Form of the Statute 4 H. 7. c. 24. it is said to be executed, viz. Such a Fine whereby the Possession in Law of the Lands contained therein is immediately transferred to and vested in the Conusee, without the Help of a Writ of *Habere facias seisinam*, so that he may enter, for that the Estate is thereby (in Law) in the Conusee, that is to say, to such Uses as are declared in the Deed leading the Uses of the Fine; and unless the Uses of the Fine be declared by Deed or otherwise, it enures to the Use of the Conusor, and he shall be *in* of the old Use, and although it passes Nothing, yet, after five Years and Nonclaim, it shall operate as a Bar. 2 Wilson 19.

Tho' it generally implies a Fee-simple, an Estate for Life may be limited by it,

A Fine Sur Conusance de droit come ceo que il ad se son Done, generally implies a Fee-simple, but it is only by Implication, and therefore there is no Repugnancy to limit an Estate for Life to the Conusee; for the precedent Donation or Feoffment, which is supposed,

posed, might be for Life only, or in Tail, and the general Intendment of the Conufance may be qualified by an exprefs Limitation.

Salk. 340. 341.

A Fine *Sur Done, Grant & Render*, is that which is called a double Fine, being in a Manner two Fines, viz. *Sur Cognifance de droit come ceo, &c.* and a Fine *Sur Conceffit*, formed into one, whereby the Conufee, after Release and Warranty made to him by the Conufor, doth grant and render back to the Conufor the Lands, &c. or some Part thereof, and many Times limiting thereby Remainders to Persons that are Strangers, and not named in the Writ of Covenant. This Fine is partly Executed, and partly Executory, and hath Proclamations, and is, as to the first Part, of the fame Nature with a Fine *Sur Cognifance de droit come ceo, &c.* But as to the fecond Part, containing a Grant and Render, it is taken in Law to be rather a private Conveyance or Charter, than to have the Force of a Fine *Vide Tey's Cafe, 5 Co.*

A Fine Sur Done, Grant & Render.

If Tenant in Tail and a Stranger levy a Fine to *A.* who grants and renders to the Stranger for Years, rendering Rent, and by the fame Fine grants the Reversion and Rent to the Tenant in Tail; it is good though all by the fame Fine, and at an Instant, for in Judgment of Law the Lease preceded the Grant of the Reversion. *1 Rep. 174. b.*

The Render may be to one Conufor for Years, referving a Rent, and Reversion and Rent to the other Conufor.

W. and *G.* levy a Fine *Sur Cognifance de droit come ceo*, and the Conufee renders to *W.* in Tail, referving Rent; and further, Con-

The like on a Render in Tail.

cessit quod tenementa præd' integre remanebunt to G. in Fee, if W. dies without Issue of his Body *Resolved*, This being by Fine, the Reversion and Rent pass; but if such Limitation be by deed, the Rent is good to the Donor, and the Remainder only goes to the Stranger; but *aliter* in Fines; and this shall be taken as several Fines. *White and Gerish*, 1 Cro. 727, 792.

A Render may be with Warranty.

A Render with Warranty was refused by the Officer as not usual; but ruled it should pass, for tho' he that renders be to have no Benefit, he may warrant if he will. 3 Cro. 17.

Fine Sur Grant & Render, the Render is repugnant.

T. T. and E. his Wife levy a Fine to R. D. and T. C. of divers Manors, &c. and in the Fine divers Grants and Renders were made, and in the third Render the Manors were rendered to T. and E. his Wife in Tail, and by the fourth Render they were granted to E. in Tail, with Remainder over; and after the Death of T. T. W. T. his Brother and Heir brought Error.

Obj. These two Renders are repugnant, and a Fine is like a Judgment, and a *Scire Facias* lies to execute it, *Et oportet quod certæ res deducatur in iudicium*; if there be two Demandants, and the Court adjudge one and the same Thing to each Demandant severally, it is Error, as the Court knows not to whom to grant Execution.

Needs not such strict Form as a Writ or Judgment.

Ref. That a Conusance of a Fine and a Grant and Render shall have the same Construction as other Conveyances between Party and Party, and is a Conveyance of Record, and

and needs not such a strict Form as a Writ or Judgment. And therefore if a Fine to two and their Heirs be accepted, or if the Conufance of Right be to two, or if a Fine be upon a Condition; in all these Cafes the Fine fhall ftand, and fhall not be reverfed in Error, for this Cause, for *fieri non debuit, fed factum valuit*; (yet these Fines may be refused).

Conufor fhall not assign Error in the Grant and Render by which he takes an Estate, nor the Conufee in the Conufance; nor fhall the Recoveror defeat the Record in which he recovers; for the Judgment in the Writ of Error is to be reftored to all that he lofes by the Fine or Judgment, and not to avoid and lofe what he has gained by the Fine or Judgment. *Tey's Cafe, 5 R. 38.*

Where the Party may or may not assign Error on a Fine.

No Fine, or Proclamations upon Fine, fhall be reverfable by any Writ of Error, for false or incongruous *Latin*, Rasure, Interlining, Mis-entering of any Warrant of Attorney, or of any Proclamation, Mis-returning or not Returning of the Sheriff, or other want of Form in Words, and not Matter of Substance. *Stat. 23 Eliz. c. 3. sect. 2.*

For what Matters a Fine fhall not be reverfible by Error.

If the Conufee of a Fine doth grant and render the Land to the Conufor, the Wife of the Conufee fhall not be endowed, for it is not poffible that the Husband could have endowed his Wife of fuch an Estate as the ufual Pleading is, *Quia dicit quod W. quandam vir fuas nunquam fuit feifitus de tenementis de tali ftatu ita quod eandem A. inde dotaffe potuit.*
1 Inft. 31. b. Lib. intration. 225.

H. was

Fine with
Grant and
Render is tan-
tamount to a
Feoffment and
Re-infeoff-
ment, and
creates a new
Estate.

H. was seised in Fee as Heir *ex parte ma-
ternâ*, he and his Wife levied a Fine to *A.*
and *B.* with Warranty, *A.* and *B.* by the
same Fine granted and rendered the Lands
to the Husband and Wife in Tail, Remain-
der to the Heirs of the Husband; the Hus-
band and Wife died *sans Issue*, and the Que-
stion was, Whether the Heir *a parte paterna.*
or *a parte materna*, should take these Lands,
And it was argued on the one Side, that
the Seisin of the Conusee is fictitious; for if
the Conusee were Tenant for Years, the
Term would not be thereby extinguished; and
he is like to the Surrenderee of a Copyhold,
nothing but a mere Instrument, therefore
nothing is altered by the Fine, but the Use
and Estate remained as before. On the other
Side it was said, That the Conusee could not
render if he had not the Estate in him, and
that it is a Re-infeoffment; and of this Opi-
nion was the Court, who held, that the Estate
was once in the Conusee; and the Fine and
Render is a Conveyance at Common Law,
and the Render makes the Conusor a new
Purchaser as much as a Feoffment and Re-
infeoffment at Common Law. *Salk.* 337.

A Fine Sur
Cognisance de
droit tantum.

A Fine *Sur Cognisance de droit tantum* is
levied without Proclamations, is Executory,
and much of the Nature of a Fine *Sur Con-
cessit*, and it is used commonly by Tenant for
Life, to make a Surrender of the Lands to
him in Remainder or Reversion, and some-
times it is expressed by such Fine that the
particular Estate is in another, and that the
Conusor willeth that the other shall have the
Re-

Reversion, or that the Land shall remain to the other after the particular Estate spent.

A Fine *Sur Concessit*, is where the Conusor is seized of the Lands, and the Conusee hath no Freehold therein, but it passed by the Fine, it is without Proclamations, and Executory, for the Conusee must have a Writ of *Habere facias seisinam* for obtaining the Possession.

The Chirographer refusing to make out the Indentures on a double Fine *Sur Cognisance de droit come ceo, &c.* and *Sur Concessit*, *Wright*, Serjeant, moved, that the Fine might pass, insisting that a Fine is in the Nature of a Conveyance, and that the Party may have it in what Manner he pleases at his peril. *Cur'*, This Sort of double Fine is unprecedented; if the Party will, the Fine may pass as a Fine *Sur Cognisance de droit come ceo, &c.* striking out the *Sur Concessit*; which *Wright* agreeing to, a Rule was made accordingly. *Lazenby and Knight, East. 8 Geo. 2. Barnes 144.*

Of what Things a Fine may be levied.

FINES may be levied of all Things inheritable, being *in esse tempore Finis*, and certainly expressed in the Writ; as of an Honor, Manor, Island, Barony, Castle, Messuage, Cottage, Mill, Toft, Curtilage, Dovehouse, Garden, Orchard, Land, Meadow, Pasture, Wood, Underwood, Chapel, River, Parsonage, Rectory, Advowson, Vicarage, Tithes

Of what Things a Fine may be levied. *Shep. Touch. 10.*

Tithes impropriate, Estovers, Foldage, Sheepwalk, Corody, Office, Fishing, Warren, Fair, Mine, View of Frankpledge, Waifs, Strays, Felons Goods, Hospital, Furzes and Heath, Moor, Rent, Common, Hundred, Way, Ferry, Franchise, Seignior, Toll, Tallage, Picaage, Pontage, Services, Portions of Tithes, Oblations, and the like. But a Fine levied of Ancient Demesne Lands will not be good.

Rent-Charge. A Fine may be levied of a Rent-Charge which had no Being before. 21 E. 3. 44.

Chief-Rent. Or of a Chief-Rent, or other Rent in Being. 18 E. 4. 22.

Seignior. Or of a Seignior. 48 E. 3. 23.

Acquittal. Or of an Acquittal. 50 E. 3. 23.

Chauntry. Or of a Chauntry. 38 E. 3. 33.

A Reversion or Remainder will pass by a Fine. And as Fines may be levied of Things in Possession, so they may of a Remainder or Reversion. 42 E. 3. 7. 44 E. 3. 45.

And a Reversion or Remainder will pass by the Name of the Lands. 43 E. 3. 22.

Quid juris clamat. But where a Fine is of a Reversion or a Remainder, the Conusee must sue out a *Quid juris clamat* against the Tenant to compel him

* Nota; these to attorn *.

Fines are now good without Attornment of the particular Tenant, by the Stat. When it is of a Rent, a Writ *Quem redditum reddit*; and where of a Seignior or Services, *Per quæ servitia*, to compel the Tenant to attorn. *

4 & 5 Ann. for Amendment of the Law; so there is now no Occasion for a *Quid juris clamat*, *Quem redditum reddit*, or *Per quæ servitia*.

Fine by Tenant in Tail in Remainder. The Lady *Gresham* was Tenant for Life, and *Richard Read* Tenant in Tail in Remainder; *Read* levied a Fine to Judge *Windham*, who

who before the Ingrossment (as he ought) *juris clamat* brought a *Quid juris clamat* against the Lady *Gresham*, Tenant for Life, who pleads that the Conusor had only a Remainder in Tail, and prayed Judgment if he should be compelled to attorn. Upon Demurrer it was adjudged, that the Tenant for Life should attorn, (altho' this was a good Plea before the *Stat. 4 H. 7.* and *32 H. 8.* for the Tenant before those Statutes could not be compelled to attorn to an Estate which passed then illegally) but now the Fine of the Remainder-Man in Tail is legal, and as the Statute has made the Fine a Bar after Ingrossment and Proclamations, the Statute gives all Incidents thereto.

And though the *Quid juris clamat* must be brought before the Ingrossing, & *sic non constat*, whether the Fine be with Proclamations or not; yet resolved,

1. That all Fines shall be intended to be levied with Proclamations, as most beneficial.

2. The Statute which makes the Bar gives all Incidents, and seeing the Conusee cannot have a *Quid juris clamat* after the Ingrossment, he shall have it before; for the Statutes have altered the Reason of the Common Law, and given greater Force to Fines.

3 *Rep. 86.*

Conusee brings a *Quid juris clamat*, and dies before Attornment, his Heir brings a new Writ, and Attornment is had for Part, (the Tenant claiming Fee in the Rest, which the Conusee allowed) and the Fine is ingrossed. *Obj.* The Conusee only had the Election

Election to have it a Fine with Proclamations, not the Heir. *Non alloc'*; for it is for his Benefit, and the Statute restrains it not.

2. *Obj.* Judgment is that the Fine be engrossed for Part, and it is engrossed for all.

Quid juris *Non alloc'*; for he might have had the Fine engrossed without a *Quid juris clamat*, and the suing it is only for his Advantage, and he may have it all engrossed. *Wakefield and Hodgson, 3 Cro. 692.*

Entry of Attornment, unless in Appearance in Person, or by Attorney, warranted, &c. on a Quid juris clamat, &c. void. No Attornment in or upon any Fine is to be entered upon Record, except the Party mentioned to attorn therein, first have appeared in the Court in Person, or by Attorney, warranted by the Hand of one of the Justices of the one Bench or the other, or of one Justice of Assise, upon a Writ of *Quid juris clamat, Quem redditum reddit, or Per quæ servitia*, as the Case requireth: And every Entry of Attornment hereafter to be made, where there shall be no Appearance as aforesaid, shall be utterly void and of no Effect, without any Writ of Error or other Means to be used for the avoiding thereof. *St. 23 El. c. 3. sect. 5.*

Fine of Ecclesiastical Revenues. Fines may be levied of the Inheritances or Freeholds of Parsonages, Vicarages, Portions, Pensions, Tithes, Oblations, or any other Ecclesiastical Profits made Temporal, and admitted to abide in Temporal Hands and Lay Uses, by the Laws and Statutes of the Realm.

All such Things whereof a *Præcipe quod reddat* lieth, may pass by a Fine. *Shep. Touch. 10.*

Land

Land bought of divers Persons may pass ^{Of several} in one Fine, and then the Writ of Covenant ^{Purchases} must be brought by all the Vendees against ^{passing by one} all the Vendors; and every Vendor must warrant against him and his Heirs only, for it is absurd that one Man should warrant the Sale of another without Consideration. ^{Fine.}

And such joint Fines seem reasonable, especially where the several Purchasers be of so small Value as the Charges of a Fine would exceed the Value of some of them; but this seems to be a Matter *ex gratia*. See the following Order.

WHEREAS great Numbers of her ^{Recital of} Majesty's Subjects, upon their pur- ^{Profit to the} chasing of Lands and Tenements, have for ^{Crown by} their better Assurance used to pass their Con- ^{Fines.}veyance by levying of Fines, according to the Law and Statutes in that Behalf provided, whereby her Highness hath had yearly great Commodity by the Fines and Post-Fines thereupon arising;

Divers Attornies and Solicitors have now ^{And of a late} of late devised and contrived to pass in one ^{Contrivance} Fine Lands and Tenements purchased and ^{to pass in one} bought by divers several Men of divers se- ^{Fine Lands} veral Persons, the one being a total Stranger ^{purchased by} to the other's Purchase; by which Kind of ^{several Men} Practice, where her Majesty should have the ^{of several} Profit of three or four Post-Fines, or more, ^{Persons.} by Reason of this including so many in one, her Highness will receive now but one, and also shall lose the Profit of the Seals of so many Writs; and also the Right Honourable

ble the Lord Chancellor, the Master of the *Rolls*, and the Justices of Assise, shall lose very much of their Fees due unto them, and divers Officers of the Chancery and Common Pleas shall be very much prejudiced :

Curfitor not to pass Writ of Covenant where more than one Demandant and one Deforciant,

until the Concord be brought to him ; when if several Warranties appear, or the Parties be not Coparceners, &c.

Curfitor (except the Party shall sue out several Writs) to stay Proceedings.

To prevent the Practice likely in Time to grow to the great Damage of her Highness, and great numbers of others, it is by the Right Honourable Sir *Christopher Hatton*, of the most noble Order of the Garter, Knt. Lord Chancellor of *England*, ordered, That if any Note be brought to any of the Curfitors to pass any Writ of Covenant which shall contain any more than one Demandant and one Deforciant, (except Coparceners, Jointenants and Tenants in Common) that such Curfitors or Curfitor shall make stay of passing the said Writ of Covenant until the Concord of the same be brought under the Justice's Hand unto them or him ; and then if it shall appear that there are several Warranties contained in the same Concord, or upon Examination, or otherwise, that the Parties contained in the Fine be not Coparceners, Jointenants or Tenants in Common, that then the said Curfitors or Curfitor shall (except the Party that shall pursue the same) will sue forth so many Writs as the due and orderly Proceeding shall require) make stay of proceeding in, or passing the same.

C. Hatton, Cancellar'.

Tenementum. Fines may not be levied of Things uncertain, as of a Tenement, or Hereditament.

Nor of Lands given in Tail by the King, for it is void against the Issue in Tail, and the King. 32 H. 8. c. 36. Fine of Lands given in Tail by the King void.

Nor of Lands restrained from being sold by Act of Parliament. 32 H. 8. c. 36.

Nor of Lands of the Husband, or his Ancestors, assured for Jointure, Dower or in Tail, to any Woman by Means of her Husband or his Ancestors; for such a Fine worketh a present Forfeiture of her Estate, if she grant a greater Estate than for her Life. 11 H. 7. c. 20. Fine by a Feme of her Jointure, Dower or Estate in Tail, of the Gift of the Husband, a Forfeiture.

Nor of Lands in Ancient Demesne; for if any Fine be levied, it may be reversed by Writ of Disceit brought by the Lord of Ancient Demesne, and thereby he shall be restored; and it seemeth to be void against the Parties, *Quia Coram non iudice*. Fine of Lands in Ancient Demesne void.

But if such Fine be of Lands in Ancient Demesne, and of Lands at the Common Law, it shall be good for the Lands at the Common Law.

By what Names Things may pass in a Fine.

AN Honor may pass by the Name of a Manor, or by its proper Name, as of the Honor of T. or of the Manor of T. *Shep. Touch. 11.* By what Names Things may pass. An Honor.

A Manor may also be demanded by its proper Name, without naming the Town wherein it lieth, for it may be out of any
E Town

Town, or extend into several Towns and Counties, as of the Manor of *D.* with the Appurtenances. Yet it seems best to express all the several Towns into which it extends, as of the Manor of *D.* with the Appurtenances in *D.* and *E.* for if any of the Towns into which the Manor extends be omitted, nothing of the Manor in the Town omitted passes.

A Castle or Hundred. A Castle or a Hundred may be Parcel of a Manor, and pass by the Name of the Manor whereof they be Parcel; and one Manor may be Parcel of another; and a Castle may be demanded by its proper Name, as of the Castle of *B.* with the Appurtenances.

Hundred. A Hundred may be demanded by itself as of the Hundred of *S.*

A Messuage. A Messuage is a Dwelling-house; by the Name of a Messuage may pass a Curtilage, a Garden, an Orchard, a Dove-house, a Shop, a Mill, as Parcel of a House. The like of a Cottage, a Toft, a Chamber, a Cellar, &c. yet they may be demanded by their single Names. *Shep. Touch.* 12.

A Chapel or an Hospital. A Chapel or an Hospital may be demanded by the Name of a Messuage.

A Toft. A Toft is the Place wherein a Messuage hath stood.

A Curtilage. A Curtilage is a Garden, Yard or Fold, or Piece of void Ground lying near and belonging to a Messuage.

A Mill. A Mill is good without saying a Wind-mill or a Water-mill, though the latter be more usual.

A Re-

A Reversion by the Name of the Land A Reversion.
or otherwise.

Land is to be demanded by the certain Land.
Measure of the superficial Quantity thereof,
as a Hide, Carve or Plough-land, Oxcgang,
Yard, Acre, Rood of Land.

In like Manner Wood, Underwood, Heath, Wood, Un-
Moor, Rush, Marsh, Alder and Broom, derwood,
may be demanded by the Number of Acres Heath, Moor,
Rush, Marsh,
thereof. Alder, Broom.

Turbary may be demanded by the Name of Moor. Turbary.

Rent may be demanded by the Number Rent.
of Things which are to be rendered, as Ten
Pounds, Ten Shillings, Sixpence, and the
like.

House-boot, Hay-boot and Plough-boot, Estovers.
may be demanded by the Name of Estovers,
thus: *Of reasonable Estovers in Woods, to wit,
in ten Acres of Wood of the said A. in D. &c.*

Parsonages, Rectories, Advowsons, Vicar- A Parsonage.
ages, or Tithes impropriate, pass not by
the Names *Of the Advowson of the Church,*
but *Of the Rectory of the Church of S. with
the Appurtenances.*

But when it is but of a Presentation, it A Presenta-
must be *Of the Advowson of the Church of S. tion.*
and not *with the Appurtenances.*

And of all Vicarages endowed, the Writ A Vicarage:
must be *Of the Advowson of the Vicarage of
the Church of S. and not with the Appurte-
nances.*

A Vicarage not endowed passes under these
Words, *Of the Advowson of the Church of S.
&c.*

Parts severed.

If an entire Manor, Messuage, or other intire Thing be divided or parted, and after a Fine is to be levied of some of the Parts of the Thing so severed, the Fine must not be *de medietate*, or *de quarta parte*, or other Part of the Manor; Messuage, or other Thing, but such Part must be demanded by the Name of the whole Thing; as if the Manor of *D.* be divided into two Parts, the Fine of the one Part (if the Division be so made that the Manor of that Part be not extinct) must be *de manerio de D.* So if a Messuage and twenty Acres of Land be divided into two Parts, the Fine of the one Part must be of *de uno mesuagio & decem acris terræ, &c.* And not *de medietate unius mesuagii & viginti acrarum terræ*; for the Things newly divided from the Rest are now become whole Things by themselves, though less in Quantity than the Whole was before the Division.

Twice named.

If a Thing be twice named in a Writ of Covenant, it hurteth not; as a Manor and a Hundred, Parcel of the same Manor. 27 *H. 8. 2.*

Lands in two Counties.

If Lands in divers Counties pass, there must be several Writs of Covenant thereof accordingly, and but one Concord.

The Place where, &c.

The Place where the Lands lie is Part of the Name and Description thereof, as the Shire, Town, Parish or Hamlet; for a Fine is good in a Hamlet, 38 *E. 3. fo. 19.* 8 *E. 4. fo. 6.* & 7 *E. 6.* *Br. Fines* 44 & 91. or in a Town decayed. 7 *E. 6.* *Br. Fines* 91.

Nevertheless

Nevertheless it is good to name the Town wherein the Hamlet is, and that with Addition, for Distinction, if there be divers Towns of the same Name in the same County.

For all these Particulars, see 2 West's Prec. sect. 26. Shep. Touch. 11, 12.

A. seised of Lands in the Vill of *S.* and of Lands in the Vill of *W.* which was in the Parish of *S.* bargains and sells all his Lands in *S.* and covenants to levy a Fine: Adjudged, Nothing passes of the Land in *W.* by the Bargain and Sale; and a *Præcipe* of Lands in *S.* is intended of the Vill, not of the Parish. *Stork v. Fox, 2 Cro. 120. 2 Ro. Abr. 54.*

A. by Fine grants Common of Pasture to *B.* for twenty Cattle in *Arscumb*, which is only the Name of a Close, and no Vill or Hamlet, or Place known out of a Vill or Hamlet; yet adjudged good, for this is the Agreement of the Parties, and no Exception to it, but the Fine is drawn and passed, and so is well enough. *Monk and Butler, 2 Cro. 574. 2 Roll. 19. 1 Cro. 270.*

If a Manor extend into divers Towns, as *A. B. C.* you must express all or none, as *Of the Manor of S. in A. B. and C.* for if any of the Towns be omitted, none of the Manor in that Town passeth; yet a Fine *Of the Manor of S. with the Appurtenances*, would have carried the whole Manor. *9 E. 4. 6.*

But if a Man have two Manors of one Name, as *North S.* and *South S.* he should in the Writ express certainly which of them

he intends to pass by the Fine. 47 E. 3.
12 H. 7. 6.

*Of placing the Parcels in a Writ of
Covenant.*

Of placing the
Parcels in the
Writ.

Worthiest.

Things gene-
ral.

Whole Things
and Parts.

Things ex-
cepted.

WHEN divers Things pass by one Writ of Covenant, the following Rules must be observed :

First, The most worthy Things must be placed before things less worthy ; as a Mesuage before Land, a Manor before a Mesuage, a Castle before a Manor. 7 H. 6. 39. Plow. 168, 169.

Secondly, Things general before Things special ; as Land (being the General or Genus to Meadow, Pasture, Wood, *Juncaria*, *Marriscus*, Rush and Marsh) is first to be placed ; and Wood (being the General to Wood-Grounds ; as *Alnetum*, *Salicetum*, &c. Alder and Willow) is to be set before them in the Writ.

Thirdly, Whole or entire Things to be set down before their Parts ; as *de manerio de C. & medietate manerii de B. cum pertinen'*, &c. *Of the Manor of C. and a Moiety of the Manor of B. with the Appurtenances*, &c.

Fourthly, Parts of Things excepted must follow those Things out of which they are excepted. And if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be the last placed. *Reg. fol. 6. As de manerio de D. cum pertinen' in C. (excepto uno mesuagio, duobus acris*

acris terræ, & advocacione Ecclesiæ de C. &c.)
Of the Manor of D. with the Appurtenances in
C. (except one Messuage, two Acres of Land,
and the Advowson of the Church of C. &c.)

Every Thing excepted ought to be certain- Appurte-
 ly named. It needeth not to say, *cum per-* nances.
tinens, with the Appurtenances, after the Thing
 excepted. 40 E. 3. 25.

The Exception must always be of such
 Things whereof the Writ will lie, and be
 mentioned therein. *Plow. fo. 361. a. 362. b.*
370. Reg. fo. 228, 229. Of which for the
 present see the following Example:

Surry, ‘ **C**OMmand C. D. that justly, &c.
 ‘ he perform to A. B. the Co-
 ‘ venant made between them, of one Mes-
 ‘ suage, one Cottage, *and of the Moiety of*
 ‘ *one Messuage and of ten Acres of Land,* with
 ‘ the Appurtenances, except one Acre of
 ‘ Land in N. &c.

And finally, the Form and Order of pla-
 cing the Particulars in a Writ of Covenant,
 is exactly the same as in a *Præcipe quod red-*
dat of Lands.

And further, observe the Rule in the
Register, fo. 2. a. which partly appeareth in
 these Verses:

<i>suagium,</i>	<i>tum,</i>	<i>lendinum,</i>	<i>lumbare,</i>	<i>dinum,</i>	
Mes	Tof	Mo	Co	Gar	
<i>ia,</i>	<i>tum,</i>	<i>tura,</i>	<i>cus,</i>	<i>ra,</i>	
Ter	Pra	Pas	Bos	Brue	Mora.
<i>ria,</i>	<i>cus,</i>	<i>tum,</i>	<i>caria,</i>	<i>ditus,</i>	
Junca	Maris	Alne	Rus	Red	
Settare priora.					

See 2 *West's Prec. sect. 28. Shep. Touch.*

13.

The Writ of Covenant must bear Teste before the Writ of *Dedimus Potestatem*. 35 H. 8. Br. Fines 116.

Amendment
of Fines.

In the Entry
of the King's
Silver.

Gray and Elizabeth his Wife levied a Fine of the Manor of *E.* and a great Number of Acres of Land, &c. of the yearly Value of twenty Marks, to *Nicholas Bobun*: The Fine *pro licentia concordandi* being 40 s. was paid, but in entering it upon the Writ of Covenant the Manor was omitted; and for this Misprision a Writ of Error was brought, and the Transcript of the Fine certified, and Error assigned (*inter alia*) in that Point, for that the King's Silver was not paid as well for the Manor as for the Tenements. Afterwards the Justices of the Common Pleas were moved in open Court to amend the Fine, and it appearing to be but the Misprision of the Clerk who entered the King's Silver, and that the said Sum of 40 s. was in Truth the Fine as well for the Manor as for the Residue, and that the Value entered upon the Back of the Writ of Covenant, is the Warrant for entering the King's Silver; and though the Transcript of the Fine was removed by the Writ of Error, yet as the Body of the Record remained in the Common Pleas, the Entry was amended. 5 *Rep.* 43. b.

In the Teste
of the Writ
of Covenant.

Also the Writ of Covenant was amended, and made *Teste me ipso* instead of *Dede meipo*. *Bobun's Case*, 5 *Rep.* 43.

See

See the same Case for several other Amendments.

A Writ of Error was brought to reverse Teste of Writ a Fine, and it was assigned for Error, that of Covenant, the Writ of Error bore Teste the 24th of April, and was returnable 15 Paschæ, (which was on the 15th Day of April) and so the Return before the Teste. And it was resolved *per totam Cur'*, That it should be amended; for Fines and Common Recoveries are but common Assurances had by mutual Consent of the Parties, and therefore such Misprisions may be amended. *Gage's Case*, 5 Rep. 45. *Vide 1 Salk.* 52, 53.

Teste of the Writ of Covenant was after the Teste of the *Dedimus Potestatem* adjudged Error. *Goborne and Wright*, 3 Cro. 740.

Two Fines were levied of Lands in the Island of Antigua, described thus: *In insula de Antegoa in America in partibus transmarinis, viz. in Paroch' Stæ. Mariæ Islington in Com' Midd'.* Error being brought to reverse the Fines, *Chapple*, Serjeant, for the Conufee, moved the Court that the Fines might be amended by striking out the Words, *in America in partibus transmarinis*, which was ordered accordingly on hearing. *Eyre and Wright*, Serjeants, for the Plaintiffs in Error, and reading the Articles between the Parties to the Fine for conveying and assuring the Land. *Forster v. Pollington*, Ux' & al'. *Forster & al' v. Brooke & Ux'*, *East* 8 Geo. 2. See *Barnes*, Tit. Fine, fo. 143. S. C.

On

The Court
refused to alter
a Fine from
Trinity Term
to Michaelmas
Term follow-
ing.

On the first of *October* 1770. in the Va-
cation after *Trinity* Term, 10 *Geo.* 3. a Fine
of Lands was taken and acknowledged by
Dedimus Potestatem; in which Sir *John Eard-*
ley Wilmot (then *Ld. Ch. Justice C. B.*) and
others were Ccnusors; which was passed, en-
grossed and recorded as a Fine of *Trinity* Term,
10 *Geo.* 3. Sir *John* had nothing in the Lands,
until sometime in the Vacation after, *viz.* A
few Days before he acknowledged the Fine;
therefore in the Deed to lead the Uses thereof,
it was properly covenanted by the Parties, that
the Fine should be levied of *Michaelmas* Term,
11 *Geo.* 3. then next; but by Mistake it was
made and recorded (as above) a Fine of
Trinity Term, 10 *Geo.* 3.

Upon producing the Deed to lead the Uses
of the Fine, and shewing the Mistake, *Serj.*
Burland, moved the Court in *Michaelmas* Term,
12 *Geo.* 3. that the Fine might be altered, and
made a Fine of *Michaelmas* Term, 11 *Geo.* 3.
according to the Covenant in the Deed. But,
by *Ld. Ch. J. De Grey*, and the whole Court,
this is not a Motion to amend a Fine, but to
make a new Fine: For the late *Ld. Ch. J.*
Wilmot, *Nil habuit in Tenementis*, in the Term
when the Fine was levied and is recorded;
and altho' it might operate as a Bar to himself,
yet, as to Strangers *nil operatur*: So that the
granting this Motion might be of the utmost
ill Consequence to Strangers. *Serj. Burland* took
nothing by his Motion. *Mich.* 12 *Geo.* 3.
C. B. Ex relatione Serj. Wilson.

Writ of Cove-
nant made out
by the Curfi-
tor.

The Writ of Covevant, which is the Writ
on which a Fine generally acknowledged, is
made

made out by the Curfitor of that County wherein the Lands lie, and for that Purpofe you deliver him a *Præcipe*, naming the Parties and the Lands, in this Form :

Cambridgeshire, ‘ **C**OMmand S. B. [*the Co-Præcipe for a*
to wit. ‘ *nufor*] that juftly, &c. Writ of Co-
‘ he perform to J. P. [*the Conufee*] the Cove-
‘ nant made between them of one Meffuage,
‘ one Stable and one Garden, [*the Parcels in-*
‘ tended to pafs by the Fine] with the Appurte-
‘ nances in E. And unlefs’, &c. Ret’—

The Writ of Covenant is feldom befpoke or made out till after the Fine is acknowledged, except where the Conufance is taken at Bar ; the Conufance muft be made before the Return of the Writ of Covenant.

Where the Fine is acknowledged before the Chief Juftice out of Court, or before Commissioners by Virtue of a *Dedimus Potestatem*, you leave the *Præcipe* and Concord acknowledged with the Curfitor, and he takes Care of the Teftes and Return of the Writ of Covenant.

Death of any of the Parties before the Return of the Writ of Covenant is a Countermand 2 *Ld. Raym.*
of the Conufance, and if it be after recorded, it is erroneous, and may be affigned for Error, where the Conufance is before Commissioners, as that is not againft the Record, for he may die after Conufance, and before the Return of the Writ; *aliter* where the Conufance is in Court, as that is always after the Return. 3 *Cro.* 468. *Sed vide poftea, fo. Harneis*

Harneis v. Micklethwayte & Ux, Mich. 6 Geo. 2. 1 *Barnes*. 141.

If a Fine be acknowledged before Commissioners in the Country in the long Vacation, and before the next Term the Conusor dies, though no Writ of Covenant was sued, nor King's Silver entered, yet the Court of Common Pleas will permit the Conusee to enter the Fine as of the *Trinity Term* preceding. 2 *Ld. Raym.* 850.

15 Days between the Teste and Return of the Writ.

There must be fifteen Days between the Teste and Return of this Writ.

Not to bear Teste on a Sunday, or dies non juridicus.

The Teste must not be on a Sunday, or any Day that is not *dies juridicus*.

Teste of the Writ of Covenant was after the Return adjudged Error. *Gage and Tawyer*, 5 *Rep.* 45. Where the Teste of the Writ of Covenant was after the Teste of the *Dedimus Potestatem* adjudged Error. *Goborn and Wright*. 3 *Cro.* 740.

On what Writs a Fine may be levied.

A Fine may be levied on a Writ of Right Close, or in any Real Action, but not in an Original in a Personal Action; the common Writ of Covenant on which a Fine is levied is not a Personal but a Real Action; for tho' it is to have Damages for a Breach of Covenant, as in Personal Actions, yet it is to have an Execution and Performance of the Covenants. *Salk.* 340.

Of the several Forms of Concords.

THE Concord is the very Agreement of The Concord.
the Parties declaring in what Manner
the Lands shall pass.

When a Fine is acknowledged to divers Where divers
Conusees, the Right shall be limited to one Conusees, the
of them only, and the Estate limited to his Right to be to
Heirs only whose Right it is acknowledged one and his
to be, as thus, *Vide 2 West's Prec. sect. 30.* Heirs only.

Shep. Touch. 15. f. 5.

And the Agreement is such, to wit, Concord from
' That the aforesaid *A.* hath acknowledged one Conusor to
' the aforesaid Tenements, with the Appur- two Conusees.
' tenances, to be the Right of him the said
' *B.* as those which the said *B.* and *C.* have
' of the Gift of the aforesaid *A.* and those
' he hath remised and quit-claimed from him
' the said *A.* and his Heirs to the aforesaid
' *B.* and *C.* and the Heirs of the said *B.* for
' ever. And moreover the said *A.* hath
' granted for him and his Heirs, that he
' will warrant to the aforesaid *B.* and *C.* and
' the Heirs of the aforesaid *B.* the aforesaid
' Tenements, with the Appurtenances, against
' him the said *A.* and his Heirs for ever.
' And for this, &c.

Baron and Feme enfeoff *A.* and *B.* by Feoffment to
Deed, *Habendum* to them and their Heirs, two, *Haben-*
and then levy a Fine to them and the Heirs dum to them
of *A.* This is no Conclusion, but that the and their
Fee is in both as before: 1. Because they Heirs, Fine to
had a Fee before by the Feoffment, and so the them and the
Heirs of one
Fine of them, the
Fee is in both.

Fine enures but as a Release. 2. The Condu-
 sance to them and the Heirs of the one
Come ceo, &c. is consistent with the Estate
 they had before; for if both had *droit, i. e.*
 Right, one had Right. 3. Fines cannot be
 otherwise passed, for the Fee must determine
 in some one Person in certain. 4. It is not
 Executory, but only to extinguish the Right
 of the Feme, *ideo* no Estoppel: So note, that
 the precedent Feoffment rules and directs the
 subsequent Fine, and preserves the joint
 Estate in Fee, against the expresse Limitation
 of the Fine; and in Regard it cannot be levied
 in other Form, it is directed by the precedent
 Agreement and Estate made by the Parties.
2 Rep. 74. b.

Divers Conu- The Release and Warranty must be from
 sors, the Re- the Heirs of one of the Conusors; for in a
 lease and War- Fine from divers, the Fee must be supposed to
 ranty must be be in one of them only, though at this Day
 from the Heirs of one of the Practice is generally otherwise. *2 West.*
 them. *Prec. sect. 30.*

Concord from ' And the Agreement is such, to wit, That
 two Conusors ' the aforesaid *J.* and *A.* have acknowledged
 to one Conu- ' the aforesaid Tenements, Common of Pasture
 see, ' and free Fishery, with the Appurtenances,
 ' to be the Right of him the said *W.* as those
 ' which the said *W.* hath of the Gift of the
 ' aforesaid *J.* and *A.* and those they have re-
 ' mised and quit-claimed from them the said
 ' *J.* and *A.* and their Heirs, to the aforesaid
 ' *W.* and his Heirs for ever. And moreover
 ' the said *J.* hath granted for him and his
 ' Heirs, that he will warrant to the aforesaid
 ' *W.*

‘*W.* and his Heirs the aforesaid Tenements,
 ‘Common of Pasture and free Fishery, with
 ‘the Appurtenances, against him the said
 ‘*J.* and his Heirs for ever. And further,
 ‘the said *A.* hath granted for him and his
 ‘Heirs, that he will warrant to the afore-
 ‘said *W.* and his Heirs the aforesaid Tene-
 ‘ments, Common of Pasture and free Fishery,
 ‘with the Appurtenances, against him the
 ‘said *A.* and his Heirs for ever. And for
 ‘this,’ &c.

In a Fine from a Man and his Wife of the Baron and
 Husband's Lands, the Release and Warranty Feme Conu-
 is from the Heirs of the Husband, as in the fors of the
 Example following : Husband's
 Lands.

‘And the Agreement is such, to wit, that The Concord.
 ‘the aforesaid *A.* and *B.* have acknowledged
 ‘the aforesaid Tenements, with the Appurte-
 ‘nances, to be the Right of him the said *C.*
 ‘as those which the said *C.* hath of the Gift
 ‘of the aforesaid *A.* and *B.* and those they
 ‘have remised and quit-claimed from them
 ‘the said *A.* and *B.* and the Heirs of the said
 ‘*A.* to the aforesaid *C.* and his Heirs for ever.
 ‘And moreover the said *A.* and *B.* have granted
 ‘for them and the Heirs of the said *A.* that
 ‘they will warrant to the aforesaid *C.* and his
 ‘Heirs the aforesaid Tenements, with the Ap-
 ‘purtenances, against them the said *A.* and *B.*
 ‘and the Heirs of the said *A.* for ever. And
 ‘for this,’ &c.

In

Baron and
Feme Conu-
sors of the
Wife's Lands.

In a Fine from Husband and Wife of the Wife's Lands, the Release and Warranty is from the Heirs of the Wife in this Manner :

The Concord.

‘ And the Agreement is such, to wit, That
‘ the aforesaid *A.* and *B.* have acknowledged
‘ the aforesaid Tenements, with the Appur-
‘ tenances, to be the Right of him the said
‘ *C.* as those which the said *C.* hath of the
‘ Gift of the aforesaid *A.* and *B.* and those
‘ they have remised and quit-claimed from
‘ them the said *A.* and *B.* and their Heirs, to
‘ the aforesaid *C.* and his Heirs for ever. And
‘ moreover the said *A.* and *B.* have granted
‘ for them and the Heirs of the said *B.* that
‘ they will warrant to the aforesaid *C.* and his
‘ Heirs the aforesaid Tenements, with the Ap-
‘ purtenances, against them the said *A.* and
‘ *B.* and the Heirs of the said *B.* for ever.
‘ And for this,’ &c. *Vide West's Symb. sect.*

135.

Vide postea more Precedents to this Purpose.

None can take
by Render but
some of the
Conusors.
Remainders
may be limited
to Strangers.

In a Fine *Sur Grant & Render* none can take the first Estate by the Render but some of the Conusors ; but Reversions or Remainders may be limited to Strangers. If *A.* acknowledge a Fine to *B.* and *B.* render back to *A.* To hold to him and *C.* his Wife, and the Heirs of their Bodies, &c. *C.* shall take no Estate, for that she is not a Party to the Writ. 2 *West's Prec. sect.* 30.

A

A Concord cannot be of any other Thing than of what is contained in the Writ of Covenant, and not of a foreign Thing, if it be not consequent; as in a Writ of Land; Rent; Common, &c. may be rendered issuing out of it. *2 West's Prec. sect. 30. fo. 10.*

A Concord may be with an Exception out of some Part. *Ibid.*

If a Man will, he may make a Jointure by Fine thus: *A.* the Husband may levy a Fine to *B.* in Fee *Sur Cognissance de droit come ceo, &c.* then *B.* may render back to *A.* for Life, without Impeachment of Waste, the Remainder to *C.* the Wife of *A.* for the Term of her Life, Remainder to *A.* and his Heirs. *2 West. Ibid.*

The Manors and Tenements in the Writ may be divided; as if a Fine be levied of the Manor of *G.* with the Appurtenances, by *A.* unto *C.* which *A.* acknowledgeth to be the Right of *C.* as that, &c. and *C.* granteth and rendereth the same to *A.* in Tail, the Remainder of the fourth Part of the Manor towards the West to the said *A.* and his Heirs, the Remainder of another fourth Part towards the East to *J.* and his Heirs, the Remainder of another fourth Part towards the South to one *R.* and his Heirs, and the Remainder of the other fourth Part towards the North to *W.* and his Heirs. *Vide 2 West. sect. 30.*

A Lease for Years may be made to bind the Tenant in Tail thus: The Tenant in Tail and the Lessee to acknowledge the Tenements to be the Right of a Stranger, as that, &c.

A Lease by Fine to bind the Tenant in Tail.

F

and

and the Conufee to grant and render the Tenements to the Leffee for certain Years, yielding Rent with a Clause of Distress; and then grant the Reversion to the Tenant in Tail. *2 West. Ibid.*

Leafe by Tenant in Tail dependant on an Estate for Life.

If a Stranger who has nothing in the Land levy a Fine to him in Remainder in Tail, dependant on an Estate for Life *Sur Cognifance de droit come ceo que il ad de fon done, &c.* and the Conufee by the same Fine render to the Conufor for Years, commencing at *Micbaelmas* next, and dies, and all the Proclamations are made after his Death, and the Tenant for Life after such Time as the Lease is limited to begin dies; this will be a good Lease to bar the Issue in Tail for the Term. *2 West. Ibid.*

No Rent to be reserved on a Fine *Sur Cognifance de droit come ceo, &c.*

A Fine *Sur Cognifance de droit come ceo, &c.* is levied to *A.* in Fee, rendering Rent; the Reservation is void because the Fine is executed, for no Reservation can be but of a Fine Executory, as *Sur Grant & Render. Ibid.*

Tenant for Life cannot by Fine surrender his Term to him in Remainder, but may grant and release to him.

A particular Tenant, as for Life, &c. cannot by Fine surrender his Term to him in Remainder or Reversion. but may by Fine grant and Release to him. *2 West. Ibid.*

One Concord of Lands in divers Counties.

One Concord may be of Lands in divers Counties, and the Fine *pro licentia concordandi* of all extracted entirely; but there must be several Writs of Covenant all returnable at one Day. *2 West. sect. 30.*

The particular Names of Things in the

And finally, all the special Names of Things contained in the Writ are not to be re-

rehearsed in the Concord, but only the general Words therein mentioned, as Manor, Tenements, Rents, Advowsons, Common, &c. *2 West. Ibid.*

Writ not to be rehearsed in the Concord. only the general Names.

As where the Writ is of one Messuage, one Garden, one Orchard, ten Acres of Land, five Acres of Meadow, ten Acres of Pasture, four Acres of Wood and Common of Pasture, with the Appurtenances, in C. &c.

Example.

The Concord is thus: Hath acknowledged the Tenements and Common aforesaid, with the Appurtenances, to be the Right, &c. *2 West. sect. 30.*

But this and several other Matters necessary to be known, will be more plainly set out in the ensuing Precedents.

A Man and his Wife acknowledged a Fine *26 March 1621*, by *Dedimus Potestatem*, and the Wife died the 27th of the same Month the 28th Composition was made in the Alienation-Office, upon a Writ of Covenant made returnable in *Hilary Term* precedent, and the King's Silver was entered in the Office of the King's Silver, as of the same *Hilary Term*, and so the Fine was passed and ingrossed; and in *Easter Term* the Heir of the Wife moved against the Fine, but upon Debate the Court resolved the Fine must stand. *Hob. 330. V. Hutt. 135. Dyer 221. pl. 15. Salk. 341.*

Conusor died before the King's Silver paid, yet the Fine stood.

A Fine was acknowledged by a Man and his Wife 7 Dec. 1689, but by Reason that King James had abdicated the Kingdom, and taken away the Great Seal, there followed a stay of Proceedings at Law; and the Woman

The entering the King's Silver after the Conusor's Death not to be examined.

died the 20th of *February* following, on the 22d of *February* the King's Silver was paid as upon a Writ of Covenant in King *James's* Time, though no Writ was then sued out. Afterwards a Writ of Covenant was taken out, returnable in *Michaelmas* preceding, sealed with the Seal of King *William* and Queen *Mary*, and the Fine was ingrossed as of *Michaelmas* Term.

Trin. 1 W. & M. it was moved that the Fine might be vacated.

But the Court (after the Cause had been twice moved, and full Consideration of it) gave their Opinions *seriatim*, that the Fine should stand, for the Entering of the King's Silver after the Party's Death could not now be examined, in Regard the Fine was ingrossed and completed as a Fine of *Michaelmas* Term; and the Court would not stop a Fine taken of a Feme Covert when she was dead.

2 Vent. 47, 48.

Fine passed though one of Conusors died before the Return of the Writ of Covenant.

The Fine being stop'd at the King's Silver-Office by Caveat, by Order of Mr. Justice *Price*, upon an Affidavit of the Death of the Wife, (one of the Conusors) Application was made to the Court of Common Pleas that the Fine might pass. It appeared that the Wife died the Day after the Caption, and after the Teste, but before the Return of the Writ of Covenant. It was insisted, that the King's Silver was not paid before the Death of the Wife, and therefore the Fine ought not to pass. On the other Side it was urged, that Fines are common Assurances, and the Acknowledgment makes the Fine complete:

That

That the King's Silver is the Fine *pro licentia alienandi*, which is the Præ-Fine paid at the Alienation Office, and for which a Receipt was indorsed in this Case on the Writ of Covenant, and is not Part of the Post-Fine, which is never collected until after the Fine is completed; and the Court, after Consideration, ordered the Fine to pass. *Harneis v. Micklethwaite & Ux'*, Mich. 6 Geo. 2. *Vide antea*, fo. Barnes 141.

But, in the Case of *Barber and Nunn and others*. Barnes's Supplement Easter 28 Geo. 2. The Court of C. B. utterly exploded the Notion which had prevailed (undoubtedly by mistake) in *Harneis and Micklethwaite and his Wife*. Mich. 6 Geo. 2. that the King's Silver is the *Præ-fine*, or fine for Licence to alienate; certainly it is not; The King's Silver is the Post-Fine, or Fine for Licence to accord. 2 Inst. 511, 517. *Dyer* 246.

Tenant for Life and the Remainder Man On Death of in Fee acknowledge a Fine, the Tenant for one Conusor Life died. *Per Hobart* Ch. Just. the Conusor may proceed with his Fine as against the with the Fine Remainder Man only, and take his Writ of as against the other. Covenant accordingly; and the Death of the other is no hindrance, for the Conusance of every one is as against himself, and works for so much as he can pass. *Ersfield's Case*, Hob. 329.

A Fine was thus; *Hæc est finalis concordia* Concord of *facta in Curia Regis apud Westm' a die Sancti* one Term, *Mich' in tres septiman' Anno decimo Will' 3.* and recorded *coram Tho. Trevor, &c. Et postea in Crast.* in another Term, it is a *Sanctæ Trin. 1 Annæ, concess. & recordat' cor* Fine of that *eisdem* Term in which it was

acknowledg-
ed and in
which the
Writ of Co-
venant was re-
turnable.

eisdem justic'; so that the Concord of the Fine was of one Term, and the *Recordat'* of another; and therefore the Question was, Of which Term this should be a complete Fine. *Per Cur'*, It is a Fine of the Term when the Concord was made, and of which the Writ of Covenant was returnable, for the *Concordia facta in Curia* is the complete Fine, the *Concess. record'* is the Leave of the Court to enrol it. *Salk.* 341.

Fines, as I have before mentioned, are either acknowledged at the Bar of the Court, before the Chief Justice out of Court, or before any other Judge or Serjeant at Law, or Commissioners by *Dedimus Potestatem*.

*Of acknowledging a Fine at the Bar of
the Court.*

The Manner
of acknow-
ledging a Fine
at Bar.

YOU must make a *Præcipe* for a Writ of Covenant in this Manner:

Somerſet. ‘ **C**OMmand C. S. and M. his
‘ Wife, that justly, &c. they
‘ perform to R. W. the Covenant made be-
‘ tween them of two Messuages, one Garden,
‘ five Acres of Land and seven Acres of Pa-
‘ sture, with the Appurtenances, in P. And
‘ unless, &c’.

This *Præcipe* you carry to the Cursitor of the County wherein the Lands lie, who will make out the Writ of Covenant, for which
you

you pay 7 s. 6 d. When you have the Writ of Covenant, you ingross the *Præcipe* and Concord in Parchment in this Form :

Somerſet. ‘ **C**OMmand C. S. and M. his Wife, that juſtly, &c. they perform to R. W. the Covenant made between them of two Meſſuages, one Garden, five Acres of Land and ſeven Acres of Paſture, with the Appurtenances, in P. And unleſs, &c.

‘ And the Agreement is ſuch, to wit, That the aforeſaid C. and M. have acknowledged the aforeſaid Tenements, with the Appurtenances, to be the Right of him the ſaid R. as thoſe which the ſaid R. hath of the Gift of the aforeſaid C. and M. and thoſe they have remiſed and quit-claimed from them the ſaid C. and M. and their Heirs to the aforeſaid R. and his Heirs for ever. And moreover the ſaid C. and M. have granted for them and the Heirs of the ſaid C. that they will warrant to the aforeſaid R. and his Heirs the aforeſaid Tenements, with the Appurtenances, againſt them the ſaid C. and M. and the Heirs of the ſaid C. for ever. And for this, &c.’

Fine by Baron and Feme of the Huſband's Lands.

You then deliver the Writ of Covenant, and the *Præcipe* and Concord ingroſſed on Parchment, to a Serjeant at the Bar, when the Conuſors being preſent, the Serjeant will get it paſſed ; the Manner heretofore was thus : The Serjeant would deſire the Juſtices to re-

Of Fines.

cord the Appearance, which being granted,
the Serjeant will say,

The Ring's Silver.

The second Prothonotary or his Clerk will ask,
What will he give?

The Serjeant,

What he will have.

The second Prothonotary or his Clerk,
Draw the Agreement.

Then the Serjeant,

*With your Leave the Agreement is such, to
wit, &c. (reciting the Substance of the
Concord).*

If either of the Conusors be a Feme Covert,
the Serjeant will direct her to go up to one of
the Judges on the Bench, who will take the
Concord in Parchment, and read the Contents
of it to her, and examine her apart, whether
she acknowledgeth the Fine freely, or by
Coertion; and then deliver it to the second
Prothonotary.

When you have got the Concord from the
Prothonotary, you proceed through the Alie-
nation-Office, Return-Office, Clerk of the
Warrant's Office, Custos Brevium's Office,
Cursitor's Office, King's Silver-Office and
Chirographer's Office.

*Of acknowledging a Fine before the Lord
Chief Justice.*

WHEN your Fine is to be acknowledged before the Lord Chief Justice out of Court, or before a Judge, Serjeant at Law or Commissioners by *Dedimus Potestatem*, you need not bespeak the Writ of Covenant before the Fine is acknowledged. How to acknowledge a Fine before the Chief Justice of Common Pleas.

In the first Case you ingross the *Præcipe* and Concord on Parchment, and also make a Copy thereof on a Sheet of Paper, and underwrite the Caption in this Manner :

Taken and acknowledged

*the ——— Day of ——— in the Year ——— be-
fore*

You then go with the Conusors to his Lordship's House or Chambers, and deliver the *Præcipe* and Concord on Parchment, and the Copy on Paper (both which the Conusors must sign) to his Lordship's Clerk, when his Lordship will take the Acknowledgment of the Parties ; and if a Feme Covert be one of the Conusors, examine her apart of her Consent ; and the *Præcipe* and Concord on Parchment will be delivered back to you, but the Copy on Paper the Clerk will keep, who will take of you his Fee, which is 12 s.

You then pass through the several Offices before mentioned, in Page 72.

Any

Any other Judge or Serjeant may take the Conusance, but will require a general Dedimus Potestatem before he will return the Caption.

Any other Judge of either Bench, or Baron of the Exchequer, or Serjeant at Law may in like Manner take the Conusance of a Fine; but then before the Judge, or Baron's or Serjeants Clerk returns you the *Præcipe* and Concord, you must get the Cursitor to make out a Writ of *Dedimus Potestatem*, whereupon the Judge or Baron or Serjeant will certify the Caption; you pay for this Writ

Of acknowledging before Commissioners in the Country by special Dedimus Potestatem.

How to take a Fine by Dedimus Potestatem.

YOU must draw a *Præcipe* on Paper as for a Writ of Covenant, and name the Commissioners you intend the *Dedimus Potestatem* should be directed to; there must be five Commissioners, one of them a Knight, but of that the Cursitor generally takes Care. The *Præcipe* is in the ensuing Form, according to the Nature of the Case.

Yorkshire, ' **C** Omand C. K. Esq; and L. to wit. ' his Wfe, that justly, &c. ' they perform to C. B. Gent. the Covenant ' made between them of twenty Acres of ' Land, with the Appurtenances, in C. And ' unless, &c.

Com-

Commissioners } Sir G. C. Kat.
 } J. C.
 } A. P. } Gent.
 } J. F.
 } S. F.

GEORGE the Third, by the Grace of The Dedimus
 God, of Great Britain, France and Ire-Potestatem.
 land King, Defender of the Faith, &c. To Note; the
 our trusty and well-beloved Sir George Cooke, Curfitor of the
 Knight, and to our beloved John Clarke, proper County
 Arthur Parker, John Freeborn, and Samuel makes you out
 Freeborn, Gentlemen, Greeting: Whereas our this Writ.
 Writ of Covenant dependeth before our
 Justices of the Bench, between C. B. Gent.
 and C. K. and L. his Wife, of twenty Acres
 of Land, with the Appurtenances, in Carleton
 in the County of York, for a Fine to be
 thereof levied between them, before our said
 Justices in the same Bench, according to the
 Law and Custom of England: And the said
 C. and L. being, as we are informed, so in-
 firm that they are not able without great
 Danger of their Bodies to travel to Westminster
 by the Day in the said Writ contained, to
 make such Acknowledgments as are requisite
 to be made in this Behalf: We tendering the
 State of the said C. and L. in this Behalf,
 have given you, or two of you, Power to
 take the Acknowledgments which the said C.
 and L. will make before you, or two of you,
 concerning the Premisses; and therefore we
 command you, or two of you, that going
 in Person to the said C. and L. you take
 their said Acknowledgments, and when you
 shall

shall have taken them, you distinctly and plainly certify the same to our said Justices, under your Seals, or the Seals of two of you, that then the said Fine between the said Parties of the Premisses may be levied before our said Justices in the same Bench, according to the Law and Custom abovesaid, sending to the same Justices this Writ. Witness Ourself at *Westminster* the 4th Day of *January* in the 13th Year of our Reign. *Vide 2 West's Prec. fol. 44.*

King.

By the Lord Chancellor of Great Britain, at the Instance of the Demandant.

A. C.

T. Parker,

You pay the Curfitor for this Writ 1 l. 5 s. 8 d. Then ingross the *Præcipe* and Concord in Parchment thus :

A Præcipe
and Concord
of the Wife's
Lands.

Yorkshire. Command C. K. Esq; and L. his Wife, that justly, &c. they perform to C. B. Gent. the Covenant made between them of twenty Acres of Land, with the Appurtenances, in C. And unless, &c.

And the Agreement is such, that is to say, That they the said C. K. and L. have acknowledged the said Tenements, with the Appurtenances, to be the Right of the said C. B. as those which the said C. B. hath of the Gift of the said C. K. and L. and those they

they have remised and quit-claimed from them the said C. K. and L. and the Heirs of the said L. unto the said C. B. and his Heirs for ever. And moreover the said C. K. and L. have granted for themselves and the Heirs of the said L. that they will warrant to the said C. B. and his Heirs the said Tenements, with the Appurtenances, against them the said C. K. and L. and the Heirs of the said L. for ever. And for this, &c.

C. K.

L. K.

*Taken and acknowledged the
ninth Day of February in
the Year of our Lord One
Thousand seven Hundred
and before us*

The *Præcipe* and Concord thus ingrossed on Parchment, and the *Dedimus Potestatem*, are to be delivered to the Commissioners at the Time of taking the Conusance.

Any two of the Commissioners may take the Acknowledgment of the Fine. They should in Strictness know the Conusors, or be informed by some Person of Credit, that the Parties who come to acknowledge the Fine are the real Persons named in the Concord, for some have covenously acknowledged Fines in the Names of others. They should read the Contents of the Concord to the Conusors, who are to acknowledge their Consent thereto, and thereupon the Conusors are to sign the Concord. If either of the Conusors be a Feme Covert, the Commissioners should take

How the
Commissioners
are to take the
Conusance.

take her apart, acquaint her with the Contents, Effect and Consequence of the Fine, and examine her whether she acknowledgeth the same voluntary and freely, or by Compulsion, Fear or Dread of her Husband; in which Case they ought not to take her Acknowledgment. The Commissioners ought to be careful that none of the Parties be Infants, Lunatics, Ideots, or otherwise unfit to be Conusors; for which Purpose I shall give the Reader the following Rule of Court.

Abuses in taking the Acknowledgment of Fines.

WHEREAS by the ancient Usage grounded upon the Laws and Statutes of this Realm, there was in every Writ of *Dedimus Potestatem*, to take the Acknowledgment of any Fine, a Knight or a Serjeant at Law, named and meant to be of the *Quorum*, unless the Acknowledgment were taken by some of the Justices at *Westminster*, or of the Barons of the Exchequer, being of the Coif; which ancient Usage was duly observed till about thirty Years last past, since which Time such Writs of *Dedimus Potestatem* have been commonly directed to Persons of mean Calling; and although a Knight were named therein, yet it was *pro forma tantum*, and he never sealed unto it, but the Acknowledgment taken by the Rest being for the most part Men of mean Calling, and commonly unlearned and unskilful in such Cases, by Reason whereof the *great and reverent Solemnity*, which ought to be inviolably observed in Fines, is neglected, the said Fines levied
being

Of Fines.

79

being the *bighest Bars and Records of greatest Power and Force*, binding as well Privies as Strangers, unless they make their Claim in due Time; and yet the said Fines by such Means are abused, and the Acknowledgment of Infants and Women Coverts not duly examined, Ideots, and such like Persons, have been taken and certified by such Commissioners; and so it was this present *Easter Term*, in the 43d Year of her Majesty's Reign, proved in open Court on Oath, in a Fine taken by such Commissioners in the County of *Lincoln*, and divers of the like Sort have been certified, as it was this Day also testified by the Clerk of the Fines; which Abuses and Disorders are very common, and great, and meet in Justice to be reformed: Therefore to prevent such great Inconveniencies, and to the Intent that Fines may be taken by Men of Credit and Reputation, according to the Law and Custom of this Realm, *It is this Day ordered*, That from and after the second Return of *Trinity Term* next ensuing, no *Dedimus Potestatem* directed to Commissioners to take the Acknowledgment of any Fine shall be received or recorded in this Court, unless the same Acknowledgment be taken by some of the Justices of the one Bench or the other, or of the said Barons of the Exchequer, or Serjeant at Law, or that a Knight be of the *Quorum*. *Pal. 43 Eliz.*

No Fine to be received unless acknowledged before a Judge or Serjeant at Law, or a Knight be of the Quorum.

Though a Knight be at this Day constantly named in the *Dedimus Potestatem*, it is still as the

the Rule says, *pro forma tantum*; neither is there any one named of the *Quorum*; any two of the Commissioners may execute the Writ.

Conusance of a Fine taken before the Teste of the *Dedimus Potestatem*.

Conusance of a Fine taken 27th of *March*, and the *Dedimus* bore Teste the 9th of *April* after. Objection in Error, that the Conusance was without Warrant: *Sed non allocatur*, as that would reverse many Fines. Another Objection was, that the Conusance is *de manerio* & 5 s. Rent, and the Fine is *de manerio* only. Cur', If the Rent is under 5 l. they use not to mention it in the Fine ingrossed. *Argenton and Westover*, 3 *Cro.* 275. 2 *Cro.* 11.

Of taking the Acknowledgment of several Conusors.

Dedimus Potestatem to take the Conusance of four; they take the Conusance of three, the fourth refusing. Ruled, the fourth may be struck out, and the Writ of Covenant may be made accordingly; or a new *Dedimus* may issue to take the Conusance of the three, and to be of the same Date with the first. Also the Commissioners may take the Conusance of one at one Time, and the Conusance of the others at another Time. 3 *Cro.* 576.

Conusor personated, Fine vacated on Conviction.

A. personates the Owner of the Land in a Fine, and the Procuror being convicted, the Judges were of Opinion, that it may be avoided by entering a *Vacatur* upon the Roll. *Hubert's Case*, 3 *Cro.* 531.

The Return of the *Dedimus*.

When the Commissioners have taken the Acknowledgment of the Parties; they are to subscribe their Names to the Caption; they must also make the following Indorsement on the Back of the *Dedimus Potestatem*, viz.

The

The Execution of this Writ appears in a certain Schedule hereunto annexed.

To this Indorsement they are also to subscribe their Names, and annex the Concord to the *Dedimus Potestatem*.

Every Person that shall take the Knowledge of any Fine, or shall certify it, shall with the Certificate of the Concord, certify also the Day and Year wherein the same was acknowledged: And no Person that taketh any such Knowledge of any Fine, shall be bounden, or by any Means enforced, to certify any such Knowledge, except it be within one Year next after the said Knowledge taken.

And no Clerk or Officer shall receive any Writ of Covenant whereupon any Fine is to pass, unless the Day of the Knowledge of the same Fine shall appear in or by such Certificate, upon Pain that every Clerk that shall receive any such Writ, shall forfeit for every Time that he shall offend, the Sum of

5*l.* Stat. 23 Eliz. c. 3. sect. 5.

Then either one of the Commissioners, or some other present at the Acknowledgment, used to make Oath of the due Acknowledgment of the Fine, pursuant to the underwritten Rule of Court made, 13 Geo. 1.

No Fine whatsoever taken and acknowledged before any Commissioner, by Virtue of any Writ of *Dedimus Potestatem* to them directed, shall be allowed to pass, unless some Person present when such Fine was taken and acknowledged, do personally appear before

Commissioner to certify the Day and Year of the Caption.

Not bound to certify after one Year.

No Officer to receive the Writ of Covenant, unless the Day of the Caption be certified.

No Fine taken by *Dedimus* to pass, unless Oath be made of the due Execution thereof.

fore the Lord Chief Justice, or some other Justice of this Court, and be examined upon Oath touching the due Execution thereof, and particularly whether such Person knows the Parties acknowledging such Fines. *Hil. 13 Geo. 1. Vide postea Rule, East. 9 Anne.*

Upon such Oath being made, the Judge will at the Bottom of the Concord sign an *Allocatur* for the passing the Fine.

You may write the *Allocatur* at the Bottom of the Concord under the Conusors Names, in such of the following Forms as shall suit the Case.

Where the Oath is to be made by one of the Commissioners, and all the Parties have acknowledged, write thus :

UPON the Oath of *A. B. Gent.* (one of the Commissioners) of the due Execution of this Fine, Let it pass.

Where the Fine has not been acknowledged by all the Parties, write thus :

UPON the Oath of *A. B. Gent.* (one of the Commissioners) of the due Execution of this Fine, by *A. B. C. D. &c.* as to them, Let it pass.

Where

Where the Person who swears to the Fine is not a Commissioner, but was only present at the Acknowledgment of the Fine, then you only make this Difference, viz.

UPON Oath made of the due Execution of this Fine by *A. B.* of *C.* in the County of *D.* Gent. (who was present at the Acknowledgment thereof) Let it pass.

Where there is a Rasure in the Date of the Caption of the Fine.

UPON the Oath of *A. B.* Gent. (as in the former) notwithstanding the Rasure in the Caption.

The Fine was taken in *South Carolina*, and Oath of the due Execution of it was made before the Chief Justice there, and attested by a Notary Public. Application was made to the Judges of this Court in the Treasury, that the Fine might pass, but denied, for the Oath must be made before one of the Judges of this Court. *Dean Plaintiff, Tidmarsh Deforciant, Easter 8 Geo. 2. Barnes 143.*

The Rule of Court of the 13 *Geo. 1.* And the above Practice of Allowing Fines to pass accordingly, having been found, by experience,

ence, to be attended with Inconveniencies, and not to have answered all the good Purposes for which it was intended; therefore in *Hilary Term 17 Geo. 2.* The Court altered the Practice of allowing Fines to pass, by the following Rule.

Hilary

Hilary Term, 17 Geo. 2. 1743-4.

Fines.

WHEREAS by a Rule of this Court made in the 13th Year of the Reign of his late Majesty King George, It was ordered, That no Fine whatsoever taken and acknowledged before any Commissioners, by Virtue of a Writ of *Dedimus Potestatem* to them directed, be allowed to pass, unless some Person present when such Fine was taken and acknowledged did personally appear before the Lord Chief Justice, or some other Justice of this Court, and was examined upon Oath touching the due Execution thereof, and particularly whether such Person knew the Parties acknowledging such Fine; which Rule has been found by Experience to be attended with Inconveniencies, and has not answered all the good Purposes for which it was intended; for Remedy thereof, and the better to ascertain the Practice for the future,

It is ordered by this Court, That from and after the first Day of next *Michaelmas* Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of such Fines, an Affidavit or Affidavits in Writing on Parchment shall be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and

acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; That the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them knew the same to be a Fine to pass his, her or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits shall remain annexed to such Fine, and be left with the same in the proper Office. **And it is Ordered,** That all and every such Affidavit and Affidavits as aforesaid, except where the Person or Persons at the Time of their acknowledging the Fine are in *Ireland*, or some other Parts beyond the Seas, shall be made by some Attorney or Attornies of the Courts of *Westminster Hall*, or of the great Sessions in *Wales*, or of the Counties Palatine of *Chester*, *Lancaster* and *Durham*, and shall be sworn before a Person duly authorised to take Affidavits in this Court.

And it is further Ordered, That if any such Affidavit or Affidavits as aforesaid shall be made and annexed to any Fine, and transmitted to the Lord Chief Justice or any other Justice of this Court for his *Allocatur* thereon, before the said first Day of *Michaelmas* Term, the same shall be received and allowed instead
of

of an Oath, made *Viva voce*, of the due Acknowledgment of such Fine.

By the Court.

The Form of an Affidavit of the due Caption of a Fine.

In the Common Pleas.

A. B. of — in the County of — one of the Attornies of his Majesty's Court of — and one of the Commissioners named in the Writ of *De dimus potestatem*, for taking the Acknowledgment of the Fine hereunto annexed, maketh Oath and saith, That he knows C. D. and E. his Wife, and F. G. and H. his Wife, the Conusors named in the said Fine, and that the same was duly signed and acknowledged by them before this Deponent and J. K. Gentleman, the other Commissioner named in the said Writ; and that the said C. D. and E. his Wife, and F. G. and H. his Wife, and also this Deponent and the said J. K. were at the Time of taking and acknowledging the said Fine all of full Age and competent Understanding. That the said E. and H. were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the said Fine, and that the said Conusors and every of them knew the same to be a Fine to pass his, her or their Estate and Estates.

A. B.

Sworn at — in the County
of — the — Day of
— in the Year of our
Lord — before me

L. M. one of, (&c.)

G 4

Or

Or thus, *if the Affidavit is not made by a Commissioner.*

In the Common Pleas.

A. B. of——in the County of——one of the Attornies of the Court of——maketh Oath and saith, That he knows C. D. and E. his Wife, and F. G. and H. his Wife, the Conusors named in the Fine hereunto annexed, and that the said Fine was duly signed and acknowledged by them in this Deponent's Presence, and that they the said C. D. and E. his Wife, and F. G. and H. his Wife, and also J. K. and L. M. Gentlemen, the Commissioners taking the same Fine, were at the Time of taking thereof all of full Age, &c. as in the former.

If there be only one Conusor and his Wife, say——and each of them——

This Rule of Hilary Term 17 Geo. 2. Having answered many, but not all the good Purposes for which it was intended, in order to make the same more effectual and complete, and the better to ascertain the Practice for the future, the following Rule was made by the Court.

Hilary

Hilary Term, 26, 27 Geo. 2.

1753.

WHEREAS by a Rule of this Court, made in *Hilary* Term in the Seventeenth Year of the Reign of his present Majesty, **It was Ordered**, That from and after the first Day of the then next *Michaelmas* Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of Fines, an Affidavit or Affidavits in Writing on Parchment should be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same should swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; That the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them, knew the same to be a Fine to pass his, her or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, should be transmitted to the Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits should remain annexed to such Fine, and be left with the same in the proper Office:

Office : Which Rule has been found by Experience to have answered many, but not all the good Purposes for which it was intended : To make therefore the same more effectual and complete, and the better to ascertain the Practice for the future,

It is Ordered by this Court, That from and after the first Day of next *Michaelmas* Term, in the Affidavit or Affidavits made in Pursuance of such Rule, the Person or Persons so making the same, shall not only swear as they are directed by the said Rule, but also that the Fine was duly signed and acknowledged upon the Day and Year or Days and Years mentioned in the Caption ; and if there be any Razure or Interlineation in the Body or Caption of such Fine, that such Razure or Interlineation was made before the Party or Parties signed the said Fine, and before the Caption was signed by the Commissioners : Which Affidavit or Affidavits shall be annexed to the Fine, and shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and shall remain annexed to such Fine, and be left with the same in the proper Office, as is directed by the said Rule.

By the Court.

An Addition to be made to the former Affidavit.

And this Deponent further saith, That the said Fine was duly signed and acknowledged, upon the Day

Day and Year mentioned in the Caption, (or upon the several Days and Year or Years respectively mentioned in the Captions, if there happen to be more Captions than one;) and that the Razure or Interlineation (Razures or Interlineations) in the Body (or in the Caption or Captions) of such Fine (as the Case shall happen) was (or were) made before the Party (or Parties) signed the said Fine, and before the Caption (or Captions) was (or were) signed by the Commissioners.

Of passing a Fine through the several Offices.

WHEN the Fine is acknowledged at Bar, the Writ of Covenant is sued out before the Fine is acknowledged; but where the Fine is acknowledged before the Chief Justice, or on a *Dedimus Potestatem*, it is not usual to sue out the Writ of Covenant till the Conusance be taken and returned.

Alienation-Office.

In either Case after you have got your Writ of Covenant, (for which you pay) and the Conusance is taken, you carry the Writ of Covenant to the Alienation-Office in the *King's Bench Walks* in the Temple, where you are to pay a Fine for Licence or Leave to alien, *pro licentia alienandi*, which will be indorsed on the Back of the Writ, under the Hand of the Master in Chancery belonging to this Office, two Commissioners, and the Receiver. This Fine is called the *Pre-fine*.

This was all that was to be done at the Alienation-Office, until the Stat. 32 G. 2. c. 14. whereby

whereby it is enacted, That on every Writ of Covenant which shall be sued out for passing of Fines in the Common Pleas at *Westminster*, the Officer, whose Duty it is to set and indorse the Pre-fine payable thereon; shall, at the same Time, set the usual Post-fine, and indorse the same on the Back of the said Writ, together with his Name or Mark of Office, in like Manner as the same are now indorsed at the King's Silver Office; which Post-fine shall be forthwith paid to the Receiver of Pre-fines at the Alienation-Office; with 4 d. as his Fee for receiving the same, instead of the Fee of 4 d. charged on Lands and Hereditaments, and payable to Sheriffs, Bailiffs, and others, on discharging the same, by 3 G. 1. c. 15. which Fee of 4 d. by the said Act granted after the first Day of *Trinity* Term 1759, shall cease; and such Receiver shall indorse upon the Back of every such Writ of Covenant, one Mark of Office as is now used by him on the Receipt of Pre-fines at the Alienation-Office, with the Name of such Receiver, and the Sum received as the Post-fine, which Mark of such Receiver shall discharge the Manors, Lands and Hereditaments comprised in the said Writ of Covenant; and the Cognizees named therein.

By *Stat. 2.* The Officer or Clerk of the King's Silver Office, or his Deputy, shall continue to enter every Fine upon Record, in the Way hitherto used, and make the same Entries, and put thereon the same Indorsements, with the same Mark, and in like Manner as has hitherto been the Practice of the

the said Office in passing Fines; and no Fine, until the same be marked with the Sum to which the Post-fine amounts in the King's Silver Office, shall be effectual in Law.

By *Seet. 3.* Where no Pre-fine is payable on any Writ of Covenant. (*viz.* where the Lands are under the yearly Value of five Marks), the Officer at the Alienation-Office, whose Duty it is to set Pre-fines, shall set on every Writ of Covenant brought to the said Alienation-Office, on which no Pre-fine is payable, a Post-fine of 6 s. 8 d. and shall indorse such Post-fine of 6 s. 8 d. on every such Writ of Covenant, with his Name and Mark of Office, as it has been usual; and every such Post-fine of 6 s. 8 d. shall be paid to the Receiver of the Alienation-Office, before the Writ of Covenant, on which no Pre-fine is payable, be passed at the Alienation-Office; and the Receiver, on Payment of the said 6 s. 8 d. shall indorse and mark every such Writ of Covenant as other Writs of Covenant are by this Act directed to be indorsed.

By *Seet. 4.* The Officer or Clerk of the King's Silver Office, or his Deputy, after the first Day of *Trinity* Term 1759, shall not receive any Writ of Covenant, unless it appear by the Mark and Indorsement of such Receiver, that the Post-fine has been paid.

By *Seet. 5.* If after the Payment of such Post-fine, the Writ of Covenant, by the Death of any of the Parties, or other Cause, be prevented from passing through the several other Offices, so as the said Fine is not completed, then the said Receiver shall repay to the

the Cognizees, or their Attorney, on producing and filing with him, the said Writ of Covenant, every such Sum as has been before by him received for the Post-fine; and such Writ of Covenant so remaining filed with such Receiver shall be a Discharge to such Receiver.

By *Sec. 11*. This Act shall not alter the Operation of any Fine, which, after the first Day of *Trinity* Term 1759, shall be levied in the Common Pleas at *Westminster*, or the Course of passing Fines in that Court, otherwise than by this Act directed.

Return-Office From the Alienation-Office you carry the Writ to the Return-Office, which is now kept at the Prothonotary's Office in the *Temple*; here the Return of the Sheriff is indorsed on the Back of the Writ in this Manner:

Pledges of Prosecution, { *John Doe,*
 Richard Roe.

Summoners, { *John Denn,*
 Richard Fenn.
 T. B. Esq; Sheriff.

You pay at this Office 1 s. 6 d.

Warrant of Attorney. You then make out a Warrant of Attorney in this Form:

Michael-

Michaelmas Term, (the same the Writ of Covenant is returnable in) *in the 13th Year of King George the Second.*

Norfolk. ‘ **A.** B. (*the Conusee*) puts in his Place C. D. his Attorney, to prosecute a Writ of Covenant against E. F. and G. his Wife (*the Conusers*) of Lands and Tenements in S.’

You file this with the Clerk of the Warrants at his Office in *Symon's Inn*; you pay him for filing the Warrant 4 d. and he puts his Stamp to the Back of the Writ of Covenant.

The Attorney is to bring the Writ of Attorney to Covenant *immediately* after it is sealed to the Clerk of the Warrants of this Court, or his Deputy, to be signed by him *before* it be signed or recorded by any other Officer of this Court, to the Intent that the said Clerk of the Warrants, or his Deputy, may take and keep a Note of the said Writ of Covenant, which Note shall be made in the Form following: *Berks, ff. A. B. po. lo. suo C. D. ad prosequend' bre' de Con' versus E. F. de maner' de Dale cum pertinen' ac de ten' in Sale, &c.* Rule of Court, *Hil. 14 Jac. 1.* Fee 4 d.

The Attorney shall allow for every such Entry 4 d. out of his Fees, and subscribe his Name to the said Note; and the Clerk of the Warrants, or his Deputy, shall thereupon sign the said Writ; and no Officer of this Court is to receive or file any Writ of Covenant,

nant, or make Entry of any Fine, until it be signed by the Clerk of the Warrants, or his Deputy. *Hil. 14 Jac. 1.*

*Custos Bre-
vium.*

Then you go to the *Custos Brevium's* Office, in *Brick Court* in the *Temple*, who writes on the Back of the Concord the Term, of which the Fine is proclaimed, thus:

Proclaimed *Easter Term xxv K. Geo. 2. 1752.*

And puts his Stamp on the Back of the Concord and Writ of Covenant; you pay at this Office 3 s. 8 d.

You then carry the Writ of Covenant to the Cursitor to be *pro'd*, (as it is termed) *i. e.* to be marked how much is paid *pro licentia alienandi*: He writes at the Bottom of the Writ of Covenant what you have paid for the Fine; this costs nothing.

*King's Silver
Office.*

The next Office you apply to is the King's Silver Office, in *Crown Office Row*, in the *Temple*, to enter the King's Silver, which is the Post-fine now paid at the Alienation-Office by the late Stat. 32 G. 2.; this Officer stamps the Concord and Writ of Covenant: His Fees are variable, according to certain Circumstances attending the Acknowledging the Fine, the County the Lands lie in, *Post Diems, Post Terminums, &c.*

*Rules for stay-
ing Fines ac-
knowledge
by Infants,
&c. to be con-
tinued from
Term to*

All Persons making any Complaint against Fines acknowledged by Infants, *Feme Coverts* without the Consent of their Husbands, or Persons of *Non sane memorie*, or otherwise disabled by Law to acknowledge the same, or by any Person in the Name of another, or

by the like Deceit, and obtaining Rules for Term; and the staying of such Fines, shall from Term to Term, so long as they shall expect Benefit or Observance of such Rules, enter and continue the same Rule for that Term, or leave Copies thereof with the *Custos Brevium*, Clerk of the King's Silver, and Chirographer, that the same may thereby be the better taken Notice of; or in Default thereof, the said Officers, or any of them, shall not stand farther obliged thereby. *Hil. 28 & 29 Car. 2. Rule of Court.*

And all Persons concerned in the obtaining or prosecuting such Rules, for the staying of such Fines so levied as aforesaid, their Attornies or Clerks are hereby enjoined every Term to search the Books and Entries of Fines with the Clerk of the King's Silver, or other Officer, where Entries are kept for that Purpose. *Same Rule.*

All Manner of Caveats and Orders for the stopping Fines and Recoveries, shall be renewed every Term, or else lose their Force. *Same Rule.*

All Manner of Caveats and Orders for the stopping any Fines shall be renewed every Term, and Copies thereof left with the Clerk of the King's Silver, for which he is to demand only his ancient Fee of 3 s. 4 d. the Term; and in default thereof, all Caveats that shall not be so renewed, shall lose their Force, and be void. *Pas. 29 Car. 2.*

No Fine whatsoever taken and acknowledged before the said Lord Chief Justice, or any Judge of Assize or Serjeant at Law, if

H

the

Copies left with the Clerk of the King's Silver, &c.

And the Attornies every Term to search the Books and Entries of Fines.

Rules not continued lose their Force.

Rules to be continued every Term, and Copies left with the Clerk of the King's Silver.

No Fine taken by Ch. Just. Judge of

Affise or Ser-
jeant, if Date
of Caption e-
raised, to pass
the King's
Silver Office
without a
Judge's Order.

the Date of the Caption of such Fine shall appear to have been raised, shall for the future pass the Queen's Silver Office, and the Queen's Silver of such Fine be recorded by the said Clerk of the Queen's Silver, before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for his passing and entering such Fine, first had and obtained. *Rule, Easter 9 Ann.*

After Fine
passed King's
Silver Office,
no Alteration
to be without
a Judge's Or-
der.

After any Fine whatsoever shall have passed the said Queen's Silver Office, and the Queen's Silver of such Fine be recorded, neither the *Præcipe* or Caption of any such Fine, or Writ of *Dedimus Potestatem*, or Writ of Covenant, by which any such Fine be passed, shall be raised or altered before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for the doing thereof, and for the Amending of all Entries made from such Writ or Writs, first had and obtained. *Same Rule.*

One Conusor
being dead,
the Fine pass-
ed generally
as to both.

The Fine being brought to the King's Silver Office a Year after the Caption was stopped for Want of the usual Affidavit, that the Parties were living, and in Fact one of the Conusors was dead: On Application to the Judges in the Treasury, they refused to order that the deceased Conusor should be struck out, and the Fine pass as to the other; but made a Rule, that the surviving Conusor should shew Cause why the Fine should not pass generally as to all Parties; which Rule was afterwards made absolute on Affidavit of

of the Service. *Cotton and Tirrel* Plaintiffs,
Baily and Rider Deforciant, *Mich. 6 G. 2.*
Barnes 142.

This Fine was also stopped at the King's Silver Office for the like Reason; but it appearing to the Court on Application that the Parties were alive when the King's Silver, which is the Post-fine, was paid, the Court ordered that the Fine should pass, and said, that the Affidavit required in such Case is, that the Parties were alive when the King's Silver, *i. e.* the Post-fine, was paid. *Gregory* Plaintiff, *Croucher* and others Deforciant, *Mich. 7 G. 2. Barnes 142.*

Lastly, You carry the Writ of Covenant, *Chirographer. Dedimus* (if any) and Concord, to the Chirographer's Office in *Hare Court* in the Temple: You pay here to the Chirographer, *viz.*

L. 0 5 0

The ancient Fee limited

by Stat. 13 *Ed. 1.* L. 0 4 0

From Stat. 4 *H. 7.* for

the new Service of proclaiming the Fine, 0 0 8

By Stat. 23 *Eliz.* for writing the Rolls,

0 0 4

And if a *Post Terminum*,

0 1 2

The Chirographer's Clerk for the County the Lands lie in will make out the Indentures, which you deliver to your Client, and then the Fine is completed. You pay for the Indentures, if the Fine be with one Warranty, 3 s. 6 d. And for longer Fines according

H 2

according to the Length, viz. 6 d. for every Warranty.

Note; The Fine in passing usually lies at each of these Offices, except the Clerk of the Warrants and Cursitor's Office, two or three Days, and at some more; therefore you ought to lose as little Time as possible, lest you increase the Charge by Fees for *Post Terminums* and *Post Diems*, *Post Horams*, &c. †

† But you may carry your Fine through all the Offices in a Day, paying the Clerk at each Office 6 d. for Expedition.

Several Precedents of *Præcipes* and
Concords.

*Fines Sur Cognissance de droit come ceo
que il ad de son done.*

*The Præcipe and Concord of a Fine from
one to one of a Messuage in London.*

London, ‘ *Command A. B. that justly, &c. Præcipe.*
to wit, ‘ he perform to C. D. the
‘ Covenant made between them of one Mes-
‘ suage, with the Appurtenances, in the Pa-
‘ rish of *St. Mary le Bow.* And unless,
‘ &c.

‘ *And the Agreement* is such, to wit, That Concord.
‘ the aforesaid *A. B.* hath acknowledged the
‘ aforesaid Messuage, with the Appurtenan-
‘ ces, to be *the Right* of him the said *C.* as
‘ *that which the said C. bath of the Gift* of the
‘ aforesaid *A.* And that he hath remised and
‘ quit-claimed from him the said *A.* and his
‘ Heirs to the aforesaid *C.* and his Heirs for
‘ ever. And moreover the said *A.* hath grant-
‘ ed for himself and his Heirs, that he will
‘ warrant to the aforesaid *C.* and his Heirs
‘ the aforesaid Messuage, with the Appurte-
‘ nances,

' nances, against him the said *A.* and his
' Heirs for ever. And for this,' &c.

*Taken and acknowledged
the — Day of —
in the — Year of the
Reign of King George
the Second, before*

*A Fine from one to two of a Messuage,
Garden, Land, Wood, and Common of
Pasture.*

Præcipe.

*Devon, ' Command A. B that justly, &c. he
to wit, ' perform to C. D. and E. F. the
' Covenant made between them of one Mes-
' suage, one Garden, thirty Acres of Land,
' ten Acres of Wood and Common of Pas-
' ture for all Cattle, with the Appurtenances,
' in T. And unless,' &c.*

Concord.

*' And the Agreement is such, to wit, That
' the aforesaid A. hath acknowledged the afore-
' said Tenements and Common, with the
' Appurtenances, to be the Right of him the
' said C. as those which the said C. and E. have
' of the Gift of the aforesaid A. And those
' he hath remised and quit claimed from him
' the said A, and his Heirs to the aforesaid C.
' and E. and the Heirs of the said C. for
' ever. And moreover the said A. hath grant-
' ed for himself and his Heirs, that he will
' warrant to the aforesaid C. and E. and the
' Heirs*

Warranty.

‘ Heirs of the said C. the Tenements and
 ‘ Common aforefaid, with the Appurtenan-
 ‘ ces, againſt him the ſaid A. and his Heirs
 ‘ for ever. And for this,’ &c.

Taken and acknowledged, &c.

*A Fine from one to two of a Manor, Meſ-
 ſuages, Land, Meadow, Paſture and
 Rent.*

York, to wit, ‘ **C**ommand R. T. Eſq; that *Præcipe.*
 ‘ juſtly, etc. he perform to
 ‘ E. R. Knt. and J. R. Eſq; the Covenant
 ‘ made between them of the Manor of B.
 ‘ with the Appurtenances, and of 10 Meſ-
 ‘ ſuages, 100 Acres of Land, 40 Acres of
 ‘ Meadow, 800 Acres of Paſture, and 7 l.
 ‘ 10 s. Rent, with the Appurtenances, in B.
 ‘ And unleſs,’ etc.

‘ *And the Agreement* is ſuch, to wit, That *Concord.*
 ‘ the aforeſaid R. hath acknowledged the a-
 ‘ foreſaid Manor, Tenements and Rent, with
 ‘ the Appurtenances, to be the Right of him
 ‘ the ſaid E. as thoſe which the ſaid E. and
 ‘ J. have of the Gift of the aforeſaid R. *And*
 ‘ thoſe he hath remiſed and quit-claimed
 ‘ from him the ſaid R. and his Heirs to the
 ‘ aforeſaid E. and J. and the Heirs of the
 ‘ ſaid E. for ever. *And moreover* the ſaid R.
 ‘ hath granted for himſelf and his Heirs,
 ‘ that he will warrant to the aforeſaid E. and
 ‘ J. and the Heirs of the ſaid E. the aforeſaid

Of Fines.

‘ Manor, Tenements and Rent, with the
 ‘ Appurtenances, against him the said R. and
 ‘ his Heirs for ever. And for this,’ etc.

Taken and acknowledged, &c.

N. B. If there be two or more Conusees who are joint Purchasers, the Grant and Warranty must be to them and *their Heirs*, instead of the Heirs of one of them,

*A Fine from Baron and Feme of the
 Husband's Lands.*

Præcipe.

Nottingham, ‘ Command A. B. and C. his
 to wit, ‘ Wife, that justly, etc. they
 ‘ perform to D. E. the Covenant made be-
 ‘ tween them of, (*here insert the Parcels*).
 ‘ And unless,’ etc.

Concord.

‘ And the Agreement is such, to wit, That
 ‘ the aforesaid A. and C. have acknowledged
 ‘ the † Tenements aforesaid, with the Ap-
 ‘ purtenances, to be the Right of him the
 ‘ said D. as those which the same D. hath of
 ‘ the Gift of the aforesaid A. and C. And
 ‘ those they have remised and quit-claimed
 ‘ from them the said A. and C. and the Heirs
 ‘ of the said A. to the aforesaid D. and his
 ‘ Heirs for ever. And moreover the same A.
 ‘ and C. have granted for themselves and the
 ‘ Heirs of the said A. that they will warrant
 ‘ to the aforesaid D. and his Heirs the afore-
 ‘ said Tenements, with the Appurtenances,
 ‘ against

† Or Manors,
 Tenements,
 Common, &c.
 (as the Case
 happens to
 be).

‘ against them the said *A.* and *C.* and the
 ‘ Heirs of the said *A.* for ever, And for
 ‘ this,’ etc.

Taken and acknowledged, &c.

*A Fine from Baron and Feme of the Wife's
 Lands.*

Derby, ‘ *Command A. B.* and *C.* his Wife,
 to wit, ‘ that justly, etc. they perform to
 ‘ *D. E.* the Covenant made between them
 ‘ of, (*here insert the Parcels*) And unless,’
 etc.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C.* have acknowledged
 ‘ the aforesaid † Tenements, with the Ap- † Or Manors,
 ‘ purtenances, to be the Right of him the &c. (as the
 ‘ said *D.* as those which the said *D.* hath of Case happens
 ‘ the Gift of the said *A.* and *C.* And those to be).
 ‘ they have remised and quit claimed from
 ‘ them the said *A.* and *C.* † and the Heirs of
 ‘ the said *C.* to the said *D.* and his Heirs for
 ‘ ever. And moreover the said *A.* and *C.*
 ‘ have granted for themselves and the Heirs
 ‘ of the said *C.* that they will warrant to the
 ‘ aforesaid *D.* and his Heirs the aforesaid Te-
 ‘ nements, with the Appurtenances, against
 ‘ them the aforesaid *A.* and *C.* and the Heirs
 ‘ of the said *C.* for ever. And for this,’ etc.

Taken and acknowledged, &c.

† If you are not certain whether the Lands,
 &c.

Et c. be the Husband's or the Wife's, then say, *their* Heirs. And many in such Cases, for the greater Certainty, will make a Warranty to bar the Husband and his Heirs, and another Warranty to bar the Wife and her Heirs, as in the following Precedent of a whole Indenture of a Fine.

*The Indenture of a Fine from Baron and Feme to one Conussee of a Manor, Messuages, Cottages, Mills, Dove-houses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and 175*l.* 18*s.* 3*d.* Rent.*

THIS is the final Agreement made in the Court of our Sovereign Lord the King at *Westminster*, in eight Days of the Purification of the Blessed *Mary*, in the twelfth Year of the Reign of *George* the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, Et c. before *William De Grey*, *Henry Gould*, *William Blackstone* and *George Nares*, Justices of our Lord the King, and others then and there present, between Sir *W. J.* Knight, Plaintiff, and Sir *A. C.* Baronet, and *F.* his Wife Deforciant, of the Manor of *L.* with the Appurtenances, and of twenty Messuages, six Cottages, two Water-mills, two Dove-houses, twenty Gardens, thirty Orchards, nine Hundred Acres of Land, three Hundred and sixty Acres

Acres of Meadow, eleven Hundred Acres
 of Pasture, three Hundred Acres of Wood,
 and five Hundred Acres of Furze and
 Heath, with the Appurtenances, in the Pa-
 rishes of *L. E. B. E. L.* otherwise *L. M. Y.*
 and *L.* and also of an annual Rent of one
 Hundred seventy-five Pounds eighteen Shil-
 lings and Three-pence, issuing out of cer-
 tain Lands and Tenements in the Parishes
 aforesaid; whereupon a Plea of Covenant
 was summoned between them in the same
 Court, that is to say, That the aforesaid
 Sir *A.* and *F.* have acknowledged the
 aforesaid Manor, Tenements and Rent,
 with the Appurtenances, to be the Right
 of him the said Sir *W.* as those which the
 said Sir *W.* hath of the Gift of the afore-
 said Sir *A.* and *F.* and those they have re-
 mitted and quit-claimed from them the said
 Sir *A.* and *F.* and their Heirs to the afore-
 said Sir *W.* and his Heirs for ever. And
 moreover the said Sir *A.* and *F.* have granted Warranty a-
 gainst the Hus-
 band and his
 Heirs.
 for themselves and the Heirs of the said Sir
A. that they will warrant to the aforesaid
 Sir *W.* and his Heirs the aforesaid Manor,
 Tenements and Rent, with the Appurte-
 nances, against them the said Sir *A.* and *F.*
 and the Heirs of the said Sir *A.* for ever:
 And further, the said Sir *A.* and *F.* have Warranty a-
 gainst the Wife
 and her Heirs.
 granted for themselves and the Heirs of the
 said *F.* that they will warrant to the aforesaid
 Sir *W.* and his Heirs the aforesaid Manor,
 Tenements and Rent, with the Appurte-
 nances, against them the said Sir *A.* and *F.*
 and the Heirs of the said *F.* for ever. And
 for

‘ for this Acknowledgment, Remise, Quit-
 ‘ claim, Warranty, Fine and Agreement, the
 ‘ said Sir *W.* hath given to the aforesaid Sir *A.*
 ‘ and *F.* four Thousand eight Hundred Pounds
 ‘ Sterling.’

Though most Fines are taken by *Dedimus*, yet they are recorded (as in the above Instance) to be taken in Court, and this to prevent Questions about the Captions.

When a Fine is from divers, the Fee is supposed to be in one of them only, and if it be so, the Release and Warranty must be from him.

But generally where there are divers *Conu-* forors, the Release is from them and their Heirs as follows.

A Fine from three to two.

Præcipe.

Suffex, ‘ *C*ommand *A. B. C. D.* and *E. F.*
 to wit, that justly, &c. they perform to
 ‘ *G. H.* and *J. K.* the Covenant made between
 ‘ them of, (*here insert the Parcels*). And un-
 ‘ less, &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A. C.* and *E.* have acknowledg-
 ‘ ed the Tenements aforesaid, with the Ap-
 ‘ purtenances, to be the Right of him the
 ‘ said *G.* as those which the said *G.* and *J.*
 ‘ have of the Gift of the said *A. C.* and *E.*
 ‘ and those they have remised and quit-claim-
 ‘ ed from themselves the said *A. C.* and *E.*
 ‘ and

‘ and their Heirs to the aforesaid G. and J.
 ‘ and the Heirs of the said G. for ever.
 ‘ * *And moreover* the said A. C. and E. have * *But it is bet-*
 ‘ granted for themselves and the Heirs of the *ter to have a*
 ‘ said A. that they will warrant the Tenements *separate War-*
 ‘ aforesaid, with the Appurtenances, to the *ranty from*
 ‘ aforesaid G. and J. and the Heirs of the said *each Conusor*
 ‘ G. against them the aforesaid A. C. and E. *and his Heirs,*
 ‘ and the Heirs of the said A. for ever. *as below.* And
 ‘ for this, &c.

Taken and acknowledged, &c.

* *In Case of divers Conusors, they gene-
 rally warrant severally as follows :*

‘ *A*ND moreover the said A. hath granted
 ‘ for himself and his Heirs, that he will
 ‘ warrant the Tenements aforesaid, with the
 ‘ Appurtenances, to the aforesaid G. and J.
 ‘ and the Heirs of the said G. against the
 ‘ aforesaid A. and his Heirs for ever. *And*
 ‘ further, the said C. hath granted for himself
 ‘ and his Heirs, that he will warrant the Te-
 ‘ nements aforesaid, with the Appurtenances,
 ‘ to the aforesaid G. and J. and the Heirs of
 ‘ the said G. against the aforesaid C. and his
 ‘ Heirs for ever: *And also* the said E. hath
 ‘ granted for himself and his Heirs, that he
 ‘ will warrant the Tenements aforesaid, with
 ‘ the Appurtenances, to the aforesaid G. and
 ‘ J. and the Heirs of the said G. against the
 ‘ aforesaid E. and his Heirs for ever. And
 ‘ for this, &c.

A

A Fine from two to two of a Manor, Messuages, Tofts, Mill, Dovehouse, Gardens, Land, Meadow, Pasture, Wood, Heath, Moor, Rush, Marsh, Elder, Broom, Rent and Common of Pasture, with Warranty against the Conusors and the Heirs of one of them, to the Conusees and the Heirs of one of them.

Præcipe.

Cornwall, ‘ *C*ommand M. K. Esq; and J. W. to wit, ‘ Esq; that justly, &c. they perform to J. S. and R. R. the Covenant made between them of the Manor of A. with the Appurtenances, and of seven Messuages, two Tofts, one Mill, two Dovehouses, ten Gardens, five Hundred Acres of Land, one Hundred Acres of Meadow, two Hundred Acres of Pasture, twenty Acres of Wood, one Hundred Acres of Heath, two Hundred Acres of Moor, forty Acres of Rush, twenty Acres of Marsh, ten Acres of Elder, twelve Acres of Broom, twenty Shillings Rent, and Common of Pasture for all Manner of Cattle, with the Appurtenances, in T. and R. And unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That the aforesaid M. and J. W. have acknowledged the aforesaid Manor, Tenements, Rent and Common, with the Appurtenances,

ces, to be the Right of him the said J. S.
 as those which the said J. S. and R. have
 of the Gift of the aforesaid M. and J. W.
 And those they have remised and quit-
 claimed from them the said M. and J. W.
 and the Heirs of the said M. to the afore-
 said J. S. and R. and the Heirs of the
 said J. S. for ever. And moreover the said
 M. and J. W. have granted for themselves
 and the Heirs of the said M. that they
 will warrant to the aforesaid J. S. and R.
 and the Heirs of the said J. S. the aforesaid
 Manor, Tenements, Rent and Common,
 with the Appurtenances, against them the
 said M. and J. W. and the Heirs of the said
 M. for ever. And for this, &c.

Taken and acknowledged, &c.

*A Concord by two to one, with several
 Warranties.*

AND the Agreement is such, to wit,
 That the aforesaid W. and F. have
 acknowledged the aforesaid Tenements,
 with the Appurtenances, to be the Right
 of the said R. as those which the said R.
 hath of the Gift of the aforesaid W. and F.
 and those they have remised and quit-claim-
 ed from them the said W. and F. and their
 Heirs to the aforesaid R. and his Heirs for
 ever. And moreover the said W. hath grant-
 ed for himself and his Heirs, that he will
 warrant to the aforesaid R. and his Heirs
 the

‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, against him the said *W.* and his
 ‘ Heirs for ever. *And further*, the said *F.*
 ‘ hath granted for himself and his Heirs,
 ‘ that he will warrant to the aforesaid *R.* and
 ‘ his Heirs the aforesaid Tenements, with
 ‘ the Appurtenances, against him the said *F.*
 ‘ and his Heirs for ever. And for this, &c.

Taken and acknowledged, &c.

A Fine by Baron and Feme of a Messuage, Toft, Land, &c. the Estate of the Husband.

The Præcipe. *Yorkshire,* ‘ **C**ommand *R. B.* and *M.* his
 ‘ to wit, ‘ Wife, that justly, &c. they
 ‘ perform to *T. M.* the Covenant made be-
 ‘ tween them of one Messuage, one Toft,
 ‘ six Acres of Land, &c. (*naming all the Par-*
 ‘ *cels*) with the Appurtenances, in *W.* And
 ‘ unless, &c.

The Concord. ‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *R.* and *M.* have acknowledged
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, to be the Right of him the said
 ‘ *T.* as those which the same *T.* hath of the
 ‘ Gift of the aforesaid *R.* and *M.* *And those*
 ‘ they have remised and quit-claimed from
 ‘ themselves the said *R.* and *M.* and the Heirs
 ‘ of the said *R.* to the aforesaid *T.* and his
 ‘ Heirs for ever. *And moreover* the said *R.*
 ‘ and

and *M.* have granted for themselves and the Heirs of the said *R.* that they will warrant to the aforesaid *T.* and his Heirs the aforesaid Tenements, with the Appurtenances, against them the said *R.* and *M.* and the Heirs of the said *R.* for ever. And for this, &c.

Taken and acknowledged, &c.

A Fine by Baron and Feme of Land, Wood, &c. the Estate of the Wife.

Leicestershire, 'Command *T. L.* and *A.* his Wife, that justly, &c. they perform to *G. B.* the Covenant made between them of forty Acres of Land and ten Acres of Wood, &c. with the Appurtenances, in *G. G.* And unless, &c.

And the Agreement is such, to wit, That the aforesaid *T.* and *A.* have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of him the said *G.* as those which the same *G.* hath of the Gift of the aforesaid *T.* and *A.* And those they have remised and quit-claimed from themselves the said *T.* and *A.* and the Heirs of the said *A.* to the aforesaid *G.* and his Heirs for ever. And moreover the said *T.* and *A.* have granted for themselves and the Heirs of the said *A.* that they will warrant to the aforesaid *G.* and his Heirs the aforesaid Tenements, with the Appurtenances, I against

Warranty.

‘ against them the said *T.* and *A.* and the
 ‘ Heirs of the said *A.* for ever. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

*A Fine by four Conusors and the Wives
 of two of them, to one Conussee, of Mes-
 suages, Cottages, Dove-houses, Gar-
 dens, Land, Meadow and Liberty of
 Foldage, with several Warranties.*

The Præcipe. *Norfolk,* ‘ *C*ommand *E. B. Gent. S. B.*
to wit, ‘ *Gent. R. B. Gent. and A.*
 ‘ his Wife, and *T. G. Gent. and M.* his
 ‘ Wife, that justly, &c. they perform to *J. S.*
 ‘ *Gent.* the Covenant made between them of
 ‘ two Messuages, two Cottages, one Dove-
 ‘ house, two Gardens, one Hundred Acres of
 ‘ Land, two Hundred Acres of Meadow and
 ‘ Liberty of one Foldage, with the Appur-
 ‘ tenances, in *W. and B.* And unless, &c.

The Concord, ‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *E. B. S. B. R. B. and A.* his
 ‘ Wife, *T. G.* and *M.* his Wife, have ac-
 ‘ knowledged the aforesaid Tenements and
 ‘ Liberty, with the Appurtenances, to be the
 ‘ Right of him the said *J. S.* as those which
 ‘ the said *J.* hath of the Gift of the afore-
 ‘ said *E. S. R. and A. and T. and M.* and
 ‘ those they have remised and quit-claimed
 ‘ from themselves the said *E. S. R. and A. T.*
 ‘ and

and *M.* and their Heirs to the said *J.* and his Heirs for ever. *And moreover* the said *E.* hath granted for himself and his Heirs, that he will warrant to the aforesaid *J.* and his Heirs the aforesaid Tenements and Liberty, with the Appurtenances, against him the said *E.* and his Heirs for ever. *And further* the said *S.* hath granted for himself and his Heirs, that he will warrant to the aforesaid *J.* and his Heirs the aforesaid Tenements and Liberty, with the Appurtenances, against him the said *S.* and his Heirs for ever. *And also* the said *R.* and *A.* have granted for themselves and the Heirs of the said *R.* that they will warrant to the aforesaid *J.* and his Heirs the aforesaid Tenements and Liberty, with the Appurtenances, against them the said *R.* and *A.* and the Heirs of the said *R.* for ever. *And furthermore* the said *T.* and *M.* have granted for themselves and the Heirs of the said *M.* * that they will warrant to the aforesaid *J.* and his Heirs the aforesaid Tenements and Liberty, with the Appurtenances, against them the said *T.* and *M.* and the Heirs of the said *M.* for ever. And for this, &c.

Taken and acknowledged, &c.

N. B. The Warranty must always be

* The Wife here, is supposed to be the Person from whom the Lands moved, and therefore her Heirs are to be barred by the Warranty.

against that Person and his or her Heirs, from whom, or from whose Ancestors, the Lands originally moved, came or descended.

A Fine by Baron and Feme to two Conusees and the Heirs of one of them, of Tithes of Hay, Wood and Underwood, with Warranty against the Heirs of the Husband.

Præcipe.

Suffolk ‘ **C**ommand J. S. and M. his Wife, to wit, ‘ that justly, &c. they perform ‘ to N. H. and J. M. the Covenant made between them of the Tithes of Hay, Wood ‘ and Underwood, * with the Appurtenances in H. And unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That ‘ the aforesaid J. and M. have acknowledged ‘ the aforesaid Tithes, with the Appurtenances, to be the Right of the said N. as ‘ those which the said N. and J. M. have of ‘ the Gift of the aforesaid J. and M. And ‘ those they have remised and quit-claimed ‘ from them the said J. and M. and their ‘ Heirs to the aforesaid N. and J. M. and the ‘ Heirs of the said N. for ever. *And more-*

* Tithes pass in a Common Recovery without the Word *Appurtenances*; and therefore *Quære*, whether they do not also pass without it in a Fine; but the best way is to pursue the Writ of Covenant, which the Curfitor in such a Case will make out right.

over the said J. S. and M. have granted for
 themselves and the Heirs of the said J. S.
 that they will warrant to the aforesaid N.
 and J. M. and the Heirs of the said N. the
 aforesaid Tithes, with the Appurtenances,
 against them the said J. S. and M. and the
 Heirs of the said J. S. for ever. And for
 this, &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme of a Manor,
 Messuages, Cottages, Water-mills, Gar-
 dens, Orchards, Land, Meadow, Pa-
 sture, Wood, Furze and Heath, free
 Warren, free Fishery, View of Frank-
 pledge, Advowson, and Moiety of a
 Manor, the Estate of the Wife.*

Cambridgeshire, ' **C**ommand J. C. Bart. and Præcipe.
 to wit, ' Elizabeth his Wife, that
 justly, &c. they perform to R. C. Esq; the
 Covenant made between them of the Ma-
 nor of F. with the Appurtenances, and of
 seven Messuages, ten Cottages, two Water-
 mills, sixteen Gardens, sixteen Orchards,
 one Thousand and thirty Acres of Land,
 thirty Acres of Meadow, two Hundred and
 forty Acres of Pasture, twelve Acres of
 Wood, five Hundred Acres of Furze and
 Heath, free Warren, free Fishery and View
 of Frankpledge, with the Appurtenances,

I 3

' in

‘ in *F. T. M. F. S.* and *W.* and also of the
 ‘ Advowson of the Church of *F.* and also of
 ‘ the Moiety of the Manor of *H.* with the
 ‘ Appurtenances. And unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *J.* and *E.* have acknowledged
 ‘ the aforesaid Manor, Tenements, Warren,
 ‘ Fishery, and View of Frankpledge and
 ‘ Moiety, with the Appurtenances, and the
 ‘ Advowson aforesaid, to be the Right of
 ‘ the said *R.* as those which the said *R.* hath
 ‘ of the Gift of the said *J.* and *E.* *And* those
 ‘ they have remised and quit-claimed from
 ‘ themselves the said *J.* and *E.* and their Heirs
 ‘ to the said *R.* and his Heirs for ever. *And*
 ‘ moreover the said *J.* and *E.* have granted for
 ‘ themselves and the Heirs of the said *E.*
 ‘ that they will warrant to the aforesaid *R.*
 ‘ and his Heirs the aforesaid Manor, Tene-
 ‘ ments, Warren, free Fishery, View of
 ‘ Frankpledge and Moiety, with the Appur-
 ‘ tenances, and the Advowson aforesaid, a-
 ‘ gainst the aforesaid *J.* and *E.* and the Heirs
 ‘ of the said *E.* for ever. And for this,
 ‘ &c.

Taken and acknowledged, &c.

* An Advowson passes without the Word *Appurtenances*.

*A Fine by Baron and Feme to one Conu-
see, of a Manor, Messuages, Dove-
house, Gardens, Orchards, Land,
Meadow, Pasture, Wood, Furze and
Heath, Common of Pasture, Turbary,
Liberty of Foldage and View of Frank-
pledge, the Estate of the Husband.*

Norfolk, ' *Command R. D. otherwise O. Præcipe.*
to wit, ' *Esq; and Elizabeth his Wife,*
' *that justly, &c. they perform to J. M.*
' *Gent. the Covenant made between them of*
' *the Manor of T. otherwise, &c. and of ten*
' *Messuages, one Dove-house, ten Gardens,*
' *ten Orchards, one Thousand Acres of*
' *Land, twenty Acres of Meadow, one Hun-*
' *dred Acres of Pasture, one Hundred Acres*
' *of Wood, two Hundred Acres of Furze*
' *and Heath, Common of Pasture for all*
' *Cattle, Common of Turbary, Liberty of*
' *Foldage and View of Frankpledge, with*
' *the Appurtenances, in T. otherwise, &c.*
' *And unless, &c.*

' *And the Agreement is such, to wit, That Concord,*
' *the aforesaid R. and E. have acknowledged*
' *the aforesaid Manor, Tenements, Commons,*
' *Liberty and View of Frankpledge, with*
' *the Appurtenances, to be the Right of him*
' *the said J. as those which the said J. hath*
' *of the Gift of the aforesaid R. and E. And*
' *those they have remised and quit-claimed*
I 4 ' *from*

Warranty a-
gainst the
Heirs of the
Husband.

‘ from themselves the said *R.* and *E.* and
‘ their Heirs to the said *J.* and his Heirs for
‘ ever. *And moreover* the said *R.* and *E.* have
‘ granted for themselves and the Heirs of the
‘ said *R.* that they will warrant to the afore-
‘ said *J.* and his Heirs the aforesaid Manors,
‘ Tenements, Commons, Liberty and View
‘ of Frankpledge, with the Appurtenances,
‘ against them the aforesaid *R.* and *E.* and
‘ the Heirs of the said *R.* for ever. And
‘ for this,’ &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme to two Co-
nusees, of Messuages, Cottages, Tofts,
Dovehouse, Gardens, Orchards, Land,
Meadow, Pasture, Wood, Furze and
Heath, Rent, Court-Leet, View of
Frankpledge, and of the Moiety of a
Manor, the Estate of the Husband.*

Præcipe.

Lincolnshire, ‘ *Command R. A. Gent. and*
‘ *to wit.* ‘ *M. his Wife, that justly,*
‘ *&c.* they perform to *J. L. Gent. and E. T.*
‘ *Gent.* the Covenant made between them
‘ of six Messuages, six Cottages, six Tofts,
‘ one Dovehouse, two Gardens, two Orchards,
‘ three Hundred Acres of Land, one Hun-
‘ dred Acres of Meadow, two Hundred
‘ Acres of Pasture, twenty Acres of Wood,
‘ twenty Acres of Furze and Heath, twenty
‘ Shillings Rent, a Court-Leet and View of
‘ Frankpledge,

‘ Frankpledge, with the Appurtenances, in
 ‘ T. and of the Moiety of the Manor of F.
 ‘ with the Appurtenances. And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord.
 ‘ the aforesaid R. and M. have acknowledged
 ‘ the aforesaid Tenements, Rent, Court-
 ‘ Leet, View of Frankpledge and Moiety
 ‘ aforesaid, with the Appurtenances, to be
 ‘ the Right of him the said J. as those which
 ‘ the said J. and E. have of the Gift of the
 ‘ aforesaid R. and M. And those they have
 ‘ remised and quit-claimed from themselves
 ‘ the said R. and M. and their Heirs to the
 ‘ aforesaid J. and E. and the Heirs of the
 ‘ said J. for ever. And moreover the afore- Warranty a-
 ‘ said R. and M. have granted for themselves gainst the
 ‘ and the Heirs of the said R. that they Heirs of the
 ‘ will warrant to the aforesaid J. and E. Husband.
 ‘ and the Heirs of the said J. the aforesaid
 ‘ Tenements, Rent, Court-Leet, View of
 ‘ Frankpledge and Moiety aforesaid, with
 ‘ the Appurtenances, against the aforesaid R.
 ‘ and E. and the Heirs of the said R. for ever.
 ‘ And for this,’ &c.

Taken and acknowledged, &c.

A Fine by three Conusors and the Wife of two of them, to one Conufee, of a Messuage, Barns, Stables, Garden, Orchard, Meadow, Pasture, Furze and Heath.

Præcipe.

Essex, ' Command M. S. Widow, P. G. to wit, ' and E. his Wife, W. C. and ' M. his Wife, that they justly, &c. per- ' form to T. B. Esq; the Covenant made be- ' tween them of one Messuage, two Barns, ' two Stables, one Garden, one Orchard, ten ' Acres of Meadow, thirty Acres of Pasture ' and twenty Acres of Furze and Heath, with ' the Appurtenances, in S. And unless, &c.

Concord.

*' And the Agreement is such, to wit, That ' the aforesaid M. S. P. G. and E. W. C. ' and M. have acknowledged the aforesaid ' Tenements, with the Appurtenances, to be ' the Right of him the said T. B. as those ' which the said T. hath of the Gift of the ' aforesaid M. P. and E. W. and M. and those ' they have remised and quit-claimed from ' themselves the said M. P. and E. W. and ' M. and their Heirs to the aforesaid T. and ' his heirs for ever, And moreover the said ' M. S. hath granted for herself and her Heirs, ' that she will warrant to the aforesaid T. ' and his Heirs the aforesaid Tenements, with ' the Appurtenances, against her the said **

* As this Estate is supposed to move from the three Women, so the three several Warranties are against them and their respective Heirs.

M. S.

‘ M. S. and her Heirs for ever. *And fur-*
 ‘ *ther*, the said P. and E. have granted for
 ‘ themselves and the Heirs of the said * E.
 ‘ that they will warrant to the aforesaid T.
 ‘ and his Heirs the aforesaid Tenements, with
 ‘ the Appurtenances, against them the said
 ‘ P. and E. and the Heirs of the said E. for
 ‘ ever. *And furthermore*, the said W. and M.
 ‘ have granted for themselves and the Heirs
 ‘ of the said * M. that they will warrant to
 ‘ the aforesaid T. and his Heirs the aforesaid
 ‘ Tenements, with the Appurtenances, against
 ‘ them the said W. and M. and the Heirs of
 ‘ the said M. for ever.’

Taken and acknowledged by
the above-named W. C.
and M. his Wife, the
11th Day of December
1735. before

W. C.
 M. C.

R. E.

Taken and acknowledged by
the above-named M. S.
P. G. and E. his Wife,
at S. in the County of
Essex, the 29th Day of
December 1739. before

M. S.
 P. G.
 E. G.

M. B.
 T. M.

A

*A Fine by three Conufors and the Wives
of two of them, to two Conufees, of
thirty Acres of Land.*

Præcipe.

Leiceſterſhire, ‘ *Command* G. B. and A. his
to wit. ‘ *Wife, J. B. and M. his*
‘ *Wife, and B. B. that juſtly, &c. they per-*
‘ *form to W. A. and J. S. the Covenant*
‘ *made between them of thirty Acres of*
‘ *Land, with the Appurtenances, in L. And*
‘ *unless, &c.*

Concord.

‘ *And the Agreement is ſuch, to wit, That*
‘ *the aforeſaid G. and A. J. B. and M. and*
‘ *B. have acknowledged the aforeſaid Tene-*
‘ *ments, with the Appurtenances, to be the*
‘ *Right of the ſaid W. and J. S. as thoſe*
‘ *which the ſaid W. and J. S. have of the*
‘ *Gift of the aforeſaid G. and A. J. B. and*
‘ *M. and B. and thoſe they have remiſed and*
‘ *quit-claimed from themſelves the ſaid G.*
‘ *and A. J. B. and M. and B. and their Heirs*
‘ *to the aforeſaid W. and J. S. and their Heirs*
‘ *for ever. And moreover the ſame G. and*
‘ *A. have granted for themſelves and the Heirs*
‘ *of the ſaid A. that they will warrant the*
‘ *aforeſaid Tenements, with the Appurtenan-*
‘ *ces, to the aforeſaid W. and J. S. and their*
‘ *Heirs, againſt the ſaid G. and A. and the*
‘ *Heirs of the ſaid A. for ever. And further,*
‘ *the ſaid J. B. and M. have granted for*
‘ *themſelves and the Heirs of the ſaid M.*
‘ *that they will warrant the aforeſaid Tene-*
‘ *ments,*

ments, with the Appurtenances, to the said
 W. and J. S. and their Heirs, against the
 said J. B. and M. and the Heirs of the said
 M. for ever. And furthermore, the said B.
 hath granted for himself and his Heirs, that
 he will warrant to the aforesaid W. and
 J. S. and their Heirs the aforesaid Tene-
 ments, with the Appurtenances, against
 him the aforesaid B. and his Heirs for
 ever. And for this, &c.

Taken and acknowledged, &c.

*A Fine by five Conusors and the Wives
 of three of them, to two Conusees, of
 Messuages, Cottages, Brewhouse, Tofts
 and Land.*

Middlesex, 'Command Joseph Ward and Præcipe.
 to wit, ' Anne his Wife, John Stan-
 ton and Mary his Wife, James Ward and
 Zachary Ward, and William Crawford and
 Elizabeth his Wife, that justly, &c. they
 perform to John Scott and Alexander Mee
 the Covenant made between them of thirty
 and four Messuages, forty and two Cot-
 tages, one Brewhouse, three Tofts and four
 Acres of Land, with the Appurtenances, in
 the Parish of Stebonheath, otherwise Stepney.
 And unless, &c.

' And the Agreement is such, to wit, That Concord.
 the aforesaid Joseph and Anne, John Stan-
 ton

Warranty a-
gainst one
Husband and
his Heirs.

The like a-
gainst the
Wife of an-
other, and
her Heirs.

The like a-
gainst One
Conusee and
his Heirs.

ton and Mary, James, Zachary, and Wil-
liam and Elizabeth, have acknowledged the
aforesaid Tenements, with the Appurte-
nances, to be the Right of him the said
John Scott, as those which the said John and
Alexander have of the Gift of the aforesaid
Joseph and Anne, John Stanton and Mary,
James, Zachary, and William and Elizabeth;
and those they have remised and quit-claim-
ed from themselves the said Joseph and Anne,
John Stanton and Mary, James, Zachary,
and William and Elizabeth, and their Heirs,
to the aforesaid John Scott and Alexander,
and the Heirs of the said John for ever.
And moreover the said Joseph and Anne have
granted for themselves and the Heirs of the
said Joseph, that they will warrant to the
aforesaid John Scott and Alexander, and the
Heirs of the aforesaid John, the aforesaid
Tenements, with the Appurtenances, against
them the said Joseph and Anne and the Heirs
of the said Joseph for ever. And further,
the said John Stanton and Mary have granted
for themselves and the Heirs of the said
Mary, that they will warrant to the afore-
said John Scott and Alexander, and the Heirs
of the said John, the aforesaid Tenements,
with the Appurtenances, against them the
aforesaid John Stanton and Mary, and the
Heirs of the said Mary for ever. And fur-
thermore the said James hath granted for
himself and his Heirs, that he will warrant
to the aforesaid John Scott and Alexander,
and the Heirs of the said John, the afore-
said Tenements, with the Appurtenances,
against

' against him the aforesaid *James* and his Heirs
 ' for ever. *And also* the said *Zachary* hath Warranty a-
 ' granted for himself and his Heirs, that he gainst another
 ' will warrant to the aforesaid *John Scott* and Conusee and
 ' *Alexander*, and the Heirs of the said *John*, his Heirs.
 ' the aforesaid Tenements, with the Appur-
 ' tenances, against him the aforesaid *Zachary*
 ' and his Heirs for ever. *And lastly*, the said Warranty a-
 ' *William* and *Elizabeth* have granted for gainst the
 ' themselves and the Heirs of the said *Eliz.* Wife of ano-
 ' that they will warrant to the aforesaid *John* ther Husband,
 ' *Scott* and *Alexander*, and the Heirs of the and her Heirs.
 ' said *John*, the aforesaid Tenements, with
 ' the Appurtenances, against them the said
 ' *William* and *Elizabeth* and the Heirs of the
 ' said *Elizabeth* for ever. And for this, &c.

Taken and acknowledged, &c.

*A Fine by three Conusors and the Wife of
 one of them, to one Conusee, of a Ma-
 nor, Messuages, Cottages, Mills, Dove-
 house, Gardens, Orchards, Land, Mea-
 dow, Pasture, Wood, Furze and Heath,
 Rents, and Common of Pasture.*

Yorkshire, ' *Command J. R. Bart. and S. Pæcipe.*
 to wit, ' his Wife, *W. B. Esq;* and
 ' *J. M. Esq;* that justly, &c. they perform
 ' to *H. L.* the Covenant made between them
 ' of the Manor of *L.* with the Appurtenan-
 ' ces, and of seven Messuages, five Cottages,
 ' two Mills, one Dovehouse, seven Gardens,
 ' seven

' seven Orchards, one Thousand Acres of
 ' Land, fifty Acres of Meadow, four Hun-
 ' dred Acres of Pasture, twelve Acres of
 ' Wood, sixty Acres of Furze and Heath,
 ' forty Shillings Rent, the Rent of two Ca-
 ' pons, and Common of Pasture for all Man-
 ' ner of Cattle, with the Appurtenances, in
 ' L. S. and B. And unless, &c.

Concord.

' *And the Agreement* is such, to wit, That
 ' the aforesaid J. R. and S. W. and J. M.
 ' have acknowledged the aforesaid Manor,
 ' Tenements, Rents, and Common of Pa-
 ' sture, with the Appurtenances, to be the
 ' Right of him the said H. L. as those which
 ' the said H. L. hath of the Gift of the afore-
 ' said J. R. and S. W. and J. M. and those
 ' they have remised and quit-claimed from
 ' themselves the said J. R. and S. W. and
 ' J. M. and their Heirs to the aforesaid H. L.

Warranty a-
 gainst the
 Husband and
 his Heirs.

' and his Heirs for ever. *And moreover* the
 ' said J. R. and S. have granted for themselves
 ' and the Heirs of the said J. that they will
 ' warrant to the aforesaid H. L. and his
 ' Heirs the aforesaid Manor, Tenements,
 ' Rents, and Common of Pasture, with the
 ' Appurtenances, against them the aforesaid
 ' J. R. and S. and the Heirs of the said J. R.

The like a-
 gainst another
 Conusee and
 his Heirs.

' for ever. *And further*, the said W. B. hath
 ' granted for himself and his Heirs, that he
 ' will warrant to the aforesaid H. L. and his
 ' Heirs the aforesaid Manor, Tenements,
 ' Rents, and Common of Pasture, with the
 ' Appurtenances, against him the said W. and

' his

his Heirs for ever. *And furthermore* the
 'aforesaid J. M. hath granted for himself
 'and his Heirs, that he will warrant to the
 'aforesaid H. L. and his Heirs the aforesaid
 'Manor, Tenements, Rents, and Common
 'of Pasture, with the Appurtenances, against
 'him the said J. M. and his Heirs for ever.
 'And for this, &c.

The like a-
 gainst another
 Conusee and
 his Heirs.

*Taken and acknowledged by
 the aforesaid Sir J. R. Bart.
 and S. on the Day of
 in the Year of our
 Lord before*

J. R.
 S. R.

A. B.
 C. D.

*Taken and acknowledged by
 the aforesaid W. B. and J.
 M. on the Day of
 in the Year of our Lord
 before*

W. B.
 J. M.

J. P.
 D. T.

A Fine by three Conufors and the Wife of one of them, to one Conufee, of a Manor, Scite of a Manor, Messuages, Cottages, Gardens, Orchards, Land, Meadow, Pasture, Wood, Court-Leet, Court-Baron, View of Frankpledge, Rectory, Tithes, Oblations, Obventions, Pensions, Portions and Advowson. Warranty by the first Conufor against all Men. Warranty by the second Conufor against him and his Heirs. Warranty by the third Conufor and his Wife against them and the Heirs of the Wife.

Præcipe.

Cambridgeshire, ‘ *Command* R. C. Esq; E.
to wit, ‘ C. Doctor in Divinity,
‘ and E. C. Esq; and M. his Wife, that justly,
‘ &c. they perform to G. D. Knt. the Cove-
‘ nant made between them of the Manor of
‘ E. H. with the Appurtenances, and of the
‘ Scite of the Manor of E. H. with the Ap-
‘ purtenances, and also of twenty Messuages,
‘ five Cottages, twenty Gardens, twenty
‘ Orchards, seven Hundred Acres of Land,
‘ one Hundred Acres of Meadow, four Hun-
‘ dred sixty and four Acres of Pasture, fifty
‘ Acres of Wood, a Court-Leet, Court-
‘ Baron and View of Frankpledge, with the
‘ Appurtenances, in E. H. S. G. H. E. T.
‘ and P. and of the Rectory of T. with the
‘ Appurtenances, and of all and all Manner
‘ of Tithes, Oblations, Obventions, Pen-
‘ sions

‘ fions and Portions to the said Rectory be-
 ‘ longing or appertaining, and also of the
 ‘ Advowson of the Vicarage of the Church of
 ‘ T. And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord.

‘ the aforesaid R. E. and E. and M. have
 ‘ acknowledged the aforesaid Manor, Scite,
 ‘ Tenements, Court-Leet, Court-Baron, View
 ‘ of Frankpledge and Rectory, with the Ap-
 ‘ purtenances, * Tithes, Oblations, Obven-
 ‘ tions, Pensions, Portions and Advowson a-
 ‘ foresaid, to be the Right of the said G. as
 ‘ those which the said G. hath of the Gift of
 ‘ the aforesaid R. E. and E. and M. and those
 ‘ they have remised and quit-claimed from
 ‘ themselves and their Heirs to the aforesaid
 ‘ G. and his Heirs for ever. *And moreover*

Warranty.

‘ the aforesaid R. hath granted for himself
 ‘ and his Heirs, that he will warrant to the
 ‘ aforesaid G. and his Heirs the aforesaid
 ‘ Manor, Scite, Tenements, Court-Leet,
 ‘ Court-Baron, View of Frankpledge and
 ‘ Rectory, with the Appurtenances, Tithes,
 ‘ Oblations, Obventions, Pensions, Portions
 ‘ and Advowson aforesaid, against all Men
 ‘ for ever. *And further*, the same E. hath

against all
 Men by one
 Conusee.

‘ granted for himself and his Heirs, that
 ‘ he will warrant to the aforesaid G. and
 ‘ his Heirs the aforesaid Manor, Scite, Te-
 ‘ nements, Court-Leet, Court-Baron, View
 ‘ of Frankpledge and Rectory, with the
 ‘ Appurtenances, Tithes, Oblations, Obven-

Warranty by
 another a-
 gainst self and
 his Heirs.

* *Nota* ; Tithes, Oblations, &c. and Advowson, always
 pass without the Word *Appurtenances*.

Warranty a-
gainst a Wife
and her Heirs.

‘ tions, Penfions, Portions and Advowfons
‘ aforefaid, againft the aforefaid *E.* and his
‘ Heirs for ever. *And furthermore* the faid
‘ *E.* and *M.* have granted for themfelves and
‘ the Heirs of the faid *M.* that they will
‘ warrant to the aforefaid *G.* and his Heirs
‘ the aforefaid Manor, Scite, Tenements,
‘ Court-Leet, Court-Baron, View of Frank-
‘ pledge and Rectory, with the Appurte-
‘ nances, Tithes, Oblations, Obventions, Pen-
‘ fions, Portions and Advowfon aforefaid, a-
‘ gainft them the aforefaid *E.* and *M.* and
‘ the Heirs of the faid *M.* for ever. And
‘ for this,’ &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme to one Conu-
see, of a Manor, Meffuages, Cottages,
Dovehoufe, Gardens, Orchards, Land,
Meadow, Pasture, Common of Pasture,
and an Advowfon. Warranty by the
Husband and Wife for themfelves, and
the Heirs of the Wife againft all Men.*

Præcipe.

Lincolnfhire, ‘ *C*ommand *R. T. Gent.* and
‘ to wit, ‘ *Anne* his Wife, that juft-
‘ ly, &c. they perform to *R. W.* the Cove-
‘ nant made between them of the Manor of
‘ *S.* with the Appurtenances, and of two Meff-
‘ fuages, feven Cottages, one Dovehoufe,
‘ two Gardens, two Orchards, two Hundred
‘ and twenty Acres of Land, forty and five
‘ Acres

‘ Acres of Meadow, fifty and five Acres of
 ‘ Pasture, and Common of Pasture for all
 ‘ Manner of Cattle, with the Appurtenances,
 ‘ in S. and also of the Advowson of the
 ‘ Church of S. And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord.
 ‘ the aforesaid R. and A. have acknowledged
 ‘ the aforesaid Manor, Tenements and Com-
 ‘ mon of Pasture, with the Appurtenances
 ‘ and Advowson aforesaid, to be the Right
 ‘ of him the said R. as those which the same
 ‘ R. hath of the Gift of the aforesaid R. and
 ‘ A. and those they have remised and quit-
 ‘ claimed from themselves and their Heirs
 ‘ to the aforesaid R. and his Heirs for ever.
 ‘ *And moreover* the same R. and A. have
 ‘ granted for themselves and the Heirs of
 ‘ the said A. that they will warrant to the
 ‘ aforesaid R. and his Heirs the aforesaid
 ‘ Manor, Tenements and Common of Pa-
 ‘ sture, with the Appurtenances and Advow-
 ‘ son aforesaid, against all Men for ever.
 ‘ And for this, &c.

Taken and acknowledged, &c.

A Fine by three Conufors and their Wives to one Conufee, of Meffuages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture and Wood. Warranties feveral; one warrants one Part, another another Part, and a third another Part.

Præcipe.

Kent, to wit, ‘ *Command A. B. Gent. and C. his Wife, D. E. Gent. and F. his Wife, G. H. Gent. and J. his Wife, that juſtly, &c. they perform to L. M. Gent. the Covenant made between them of fix Meffuages, fix Barns, fix Stables, fix Gardens, three Orchards, one Hundred Acres of Land, twenty Acres of Meadow, forty Acres of Pasture, and twenty Acres of Wood, with the Appurtenances in N. O. and P. And unleſs, &c.*

‘ *And the Agreement is ſuch, to wit, That the aforeſaid A. and C. D. and F. G. and J. have acknowledged the aforeſaid Tenements, with the Appurtenances, to be the Right of him the ſaid L. as thoſe which the ſaid L. hath of the Gift of the aforeſaid A. and C. D. and F. G. and J. and thoſe they have remiſed and quit-claimed from themſelves the ſaid A. and C. D. and F. G. and J. and their Heirs, to the aforeſaid L. and his Heirs for ever. And moreover the ſaid A. and C. have granted for themſelves and the*

1. Warrant
of Part againſt
the Heirs of
the Huſband.

' the Heirs of the said *A.* that they will
 ' warrant two Messuages, two Barns, two
 ' Stables and two Gardens, with the Appur-
 ' purtenances, Parcel of the aforesaid Tene-
 ' ments in *N.* to the aforesaid *L.* and his
 ' Heirs against themselves the said *A.* and *C.*
 ' and the Heirs of the said *A.* for ever. *And* ^{2. Warranty,}
 ' further, the aforesaid *D.* and *F.* have grant- ^{the like.}
 ' ed for themselves and the Heirs of the said
 ' *D.* that they will warrant two Messuages,
 ' two Barns, two Stables, two Gardens, three
 ' Orchards, one Hundred Acres of Land,
 ' twenty Acres of Meadow, forty Acres of
 ' Pasture, and twenty Acres of Wood, with
 ' the Appurtenances, other Parcel of the
 ' aforesaid Tenements in *O.* to the aforesaid
 ' *L.* and his Heirs, against themselves the
 ' aforesaid *D.* and *F.* and the Heirs of the
 ' said *D.* for ever. *And also* the aforesaid *G.* ^{3. Warranty}
 ' and *J.* have granted for themselves and the ^{the like.}
 ' Heirs of the said *G.* that they will warrant
 ' two Messuages, two Barns, two Stables,
 ' two Gardens, with the Appurtenances, Re-
 ' sidue of the aforesaid Tenements in *P.* to
 ' the aforesaid *L.* and his Heirs, against them-
 ' selves the aforesaid *G.* and *J.* and the Heirs
 ' of the said *G.* for ever. *And for this,*
 &c.

Taken and acknowledged, &c.

By a Baron and his Lady to a Duke, of a Manor, Messuages, Tofts, Water-mills, Gardens, Orchards, Land, Meadow, Pasture, Wood, Rent, Common of Pasture, free Warren, View of Frankpledge, free Fishery, and an Advowson, the Estate of the Husband.

Præcipe.

Northamptonshire, ‘ *Command A. Lord H.*
to wit, ‘ *Baron of H. in the*
 ‘ County of G. and C. his Wife, that justly,
 ‘ &c. they perform to D. Duke of G. the
 ‘ Covenant made between them of the Manor
 ‘ of L. with the Appurtenances, and of
 ‘ twenty Messuages, six Tofts, two Water-
 ‘ mills, twenty Gardens, twenty Orchards,
 ‘ five Hundred Acres of Land, two Hun-
 ‘ dred Acres of Meadow, one Thousand and
 ‘ two Hundred Acres of Pasture, sixty Acres
 ‘ of Wood, ten Shillings Rent, Common of
 ‘ Pasture, free Warren and View of Frank-
 ‘ pledge, with the Appurtenances, in R. S.
 ‘ and T. and also of a free Fishery in the
 ‘ Water of S. and also of the Advowson of
 ‘ the Church of R. And unless, &c.

Concord.

‘ *And the Agreement is such, to wit, That*
 ‘ the aforesaid A. Lord H. and C. have ac-
 ‘ knowledged the aforesaid Manor, Tene-
 ‘ ments, Rent, Common of Pasture, Warren,
 ‘ View of Frankpledge and Fishery, with
 ‘ the Appurtenances and Advowson aforesaid,
 ‘ to be the Right of the said Duke, as those
 ‘ which

which the said Duke hath of the Gift of
 the said *A. Lord H. and C.* and those they
 have remised and quit-claimed from them-
 selves the said *A. Lord H. and C.* and their
 Heirs to the aforesaid Duke and his Heirs
 for ever. *And moreover* the said *A. Lord*
H. and C. have granted for themselves and
 the Heirs of the said *A. Lord H.* that they
 will warrant to the aforesaid Duke and his
 Heirs the aforesaid Manor, Tenements,
 Rent, Common of Pasture, Warren, View
 of Frankpledge and Fishery, with the Ap-
 purtenances and the Advowson aforesaid,
 against themselves the said *A. Lord H. and*
C. and the Heirs of the said A. Lord H.
 for ever. And for this, &c.

Warranty a-
 gainst the
 Husband and
 his Heirs.

Taken and acknowledged, &c.

*From one Conusor to two Conusees of the
 Moiety of Messuages, Dovehouses, Gar-
 dens, Orchards, Land, Meadow, Pa-
 sture, Wood, Furze and Heath, and of
 the Moiety of a Moiety of a Manor.*

Lincolnshire, ' *Command A. B. Gent. that* *Præcipe.*
to wit, ' justly, &c. he perform to
 ' *C. D. and E. F.* the Covenant made be-
 ' tween them of the Moiety of three Mes-
 ' suages, two Dovehouses, three Gardens,
 ' three Orchards, thirty Acres of Land, one
 ' Hundred and fifty Acres of Meadow, fifty
 ' Acres of Pasture, twenty Acres of Wood,
 ' and

‘ and forty Acres of Furze and Heath, with
 ‘ the Appurtenances, in *L. R.* and *V.* and of
 ‘ the Moiety of a Moiety of the Manor of
 ‘ *L.* with the Appurtenances. And unless,
 ‘ &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* hath acknowledged the
 ‘ aforesaid Moiety, of the said Tenements
 ‘ with the Appurtenances and the Moiety of
 ‘ a Moiety, of the said Manor, with the Ap-
 ‘ purtenances, to be the Right of the said
 ‘ *C.* as those which the said *C.* and *E.* have
 ‘ of the Gift of the said *A.* and those he hath
 ‘ remised and quit-claimed from himself and
 ‘ his Heirs to the said *C.* and *E.* and the
 ‘ Heirs of the said *C.* for ever. *And more-*

Warranty.

‘ *over* the said *A.* hath granted for himself
 ‘ and his Heirs, that he will warrant to the
 ‘ aforesaid *C.* and *E.* and the Heirs of the
 ‘ said *C.* the aforesaid Moiety of the said Te-
 ‘ nements, with the Appurtenances, and the
 ‘ Moiety of a Moiety of the said Manor, with
 ‘ the Appurtenances, against himself the said
 ‘ *A.* and his Heirs for ever. And for this,
 ‘ &c.

Taken and acknowledged, &c.

By one and his Wife to one Conusee, of
Messuages and Land. Warranty a-
gainst the Heirs of the Husband, the
Heirs of his Father, the Heirs of his
Grandfather, and all others claiming by
them.

Leicestershire, 'Command A. B. Esq; and C. Præcipe.
to wit, ' his Wife, that justly, &c.
they perform to D. E. Gent. the Covenant
made between them of one Messuage and
thirty Acres of Land, with the Appurte-
nances, in N. And unless, &c.

' And the Agreement is such, to wit, That Concord.
the aforesaid A. and C. have acknowledged
the aforesaid Tenements, with the Appur-
tenances, to be the Right of him the said
D. as those which the said D. hath of the
Gift of the said A. and C. and those they
have remised and quit-claimed from them-
selves and their Heirs to the aforesaid D.
and his Heirs for ever. And moreover the
aforesaid A. and C. have granted for them-
selves and the Heirs of the said A. that they
will warrant to the aforesaid D. and his
Heirs the aforesaid Tenements, with the
Appurtenances, against themselves the said
A. and C. and the Heirs of the said A. and
against the Heirs of R. B. Father of the
said A. and against the Heirs of T. B.
Grandfather of the said A. and against all
' others

‘ others claiming by the said *R. T.* and
 ‘ or either of them, for ever. And for this
Ec.

Taken and acknowledged, &c.

*By one and his Wife to one Conufee, of
 Messuages, Gardens, Orchards, Land
 Meadow, Pasture, Wood, the first
 Vesture of fifty Acres of Meadow and
 Common of Pasture for twenty Cattle
 and five Hundred Sheep.*

Præcipe.

*Essex, to wit, ‘ Command A. B. Gent. and
 ‘ C. his Wife, that justly
 ‘ Ec. they perform to D. E. Esq; the Co
 ‘ venant made between them of four Mes
 ‘ suages, four Gardens, two Orchards, five
 ‘ Hundred Acres of Land, fifty Acres of
 ‘ Meadow, two Hundred Acres of Pasture,
 ‘ thirty Acres of Wood, the first Vesture of
 ‘ fifty Acres of Meadow, and Common of
 ‘ Pasture for twenty Cattle and five Hundred
 ‘ Sheep, with the Appurtenances, in L. and
 ‘ Q. And unless, Ec.*

Concord,

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C.* have acknowledged
 ‘ the aforesaid Tenements, Vesture and Com
 ‘ mon of Pasture, with the Appurtenances,
 ‘ to be the Right of him the said *D.* as those
 ‘ which the said *D.* hath of the Gift of the
 ‘ said *A.* and *C.* and those they have re
 ‘ mised and quit-claimed from themselves
 ‘ and

and the Heirs of the said *A.* to the said *D.* and his Heirs for ever. *And moreover* the aforesaid *A.* and *C.* have granted for themselves and the Heirs of the said *A.* that they will warrant to the aforesaid *D.* and his Heirs the aforesaid Tenements, Vesture and Common of Pasture, with the Appurtenances, against themselves the said *A.* and *C.* and the Heirs of the said *A.* for ever. And for this, &c.

Taken and acknowledged, &c.

By one and his Wife to one Conusee, of Messuages, fresh Marsh, a Rectory, Tithes, Oblations, Obventions, Portions, Pensions and Emoluments, and of an Advowson. Warranty against the Heirs of the Husband, his Father, Grandfather and Great Grandfather.

Devon, 'Command *A. B.* Esq; and *C.* his Præcipe. to wit, Wife, that justly, &c. they perform to *D. E.* Bart. the Covenant made between them of four Messuages, and nine Hundred Acres of fresh Marsh, with the Appurtenances, in *L.* and of the Rectory of *L.* with the Appurtenances, as also of all and all Manner of Tithes, Oblations, Obventions, Portions, Pensions and Emoluments whatsoever coming, growing or renewing of and in *L.* and to the Rectory of *L.* aforesaid belonging or appertaining, and

‘ and also of the Advowson of the Church
‘ of *L.* And unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid *A.* and *C.* have acknowledged
‘ the aforesaid Tenements and Rectory, with
‘ the Appurtenances, the Tithes, Oblations,
‘ Obventions, Portions, Pensions, Emoluments
‘ and Advowson aforesaid, to be the Right
‘ of the said *D.* as those which the said *D.* hath
‘ of the Gift of the said *A.* and *C.* and those
‘ they have remised and quit-claimed from
‘ themselves the said *A.* and *C.* and the Heirs
‘ of the said *A.* to the said *D.* and his Heirs
‘ for ever. *And moreover* the said *A.* and *C.*
‘ have granted for themselves and the Heirs
‘ of the said *A.* that they will warrant to the
‘ aforesaid *D.* and his Heirs the aforesaid
‘ Tenements and Rectory, with the Appur-
‘ tenances, the Tithes, Oblations, Obven-
‘ tions, Portions, Pensions, Emoluments and
‘ Advowson aforesaid, against the said *A.* and
‘ *C.* and the Heirs of the said *A.* and against
‘ the Heirs of *L. B. Esq;* deceased, Father
‘ of the said *A.* and against the Heirs of *M.*
‘ *B. Esq;* deceased, Grandfather of the said
‘ *A.* and against the Heirs of *T. B. Esq;* de-
‘ ceased, Great Grandfather of the said *A.*
‘ and against all others claiming by the said
‘ *A. L. M.* and *T.* or either of them, for ever.
‘ And for this,’ &c.

Taken and acknowledged, &c.

By three and the Wife of one of them, to one Conusee, of Manors, Scite of a Monastery, Messuages, Cottages, Tofts, a Mill, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Marsh, Common of Pasture, free Fishery, Court-Leet, Court-Baron, and View of Frankpledge.

Nottingham, 'C Ommand A. B. Esq; C. D. Præcipe. to wit, 'C Esq; and E. his Wife, and F. G. Gent. that justly, &c. they perform to H. J. Esq; the Covenant made between them of the Manors of H. M. and L. T. otherwise L. D. with the Appurtenances, and of the Scites of the late Monasteries of H. and D. with the Appurtenances, as also of sixty Messuages, ninety Cottages, twenty Tofts, one Wind-mill, sixty Gardens and sixty Orchards, three Thousand and six Hundred Acres of Land, one Thousand Acres of Meadow, three Thousand Acres of Pasture, two Hundred Acres of Wood, one Thousand Acres of Furze and Heath, five Hundred Acres of Marsh, Common of Pasture for all Manner of Cattle, free Fishery in the Water of N. a Court-Leet, Court-Baron and View of Frankpledge, with the Appurtenances, in N. M. T. and D. And unless, &c.

And

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A. C.* and *E.* and *F.* have ac-
 ‘ knowledged the aforesaid Manors, Scites,
 ‘ Tenements, Common of Pasture, Fishery,
 ‘ Court-Leet, Court-Baron, and View of
 ‘ Frankpledge, with the Appurtenances, to
 ‘ be the Right of him the said *H.* as those
 ‘ which the same *H.* hath of the Gift of the
 ‘ said *A. C.* and *E.* and *F.* and those they have
 ‘ remised and quit-claimed from themselves
 ‘ the said *A. C.* and *E.* and *F.* and their Heirs
 ‘ to the aforesaid *H.* and his Heirs for ever.

1. Warranty.

‘ *And moreover* the said *A.* hath granted for
 ‘ himself and his Heirs, that he will warrant
 ‘ to the aforesaid *H.* and his Heirs the afore-
 ‘ said Manors, Scites, Tenements, Common
 ‘ of Pasture, Fishery, Court-Leet, Court-
 ‘ Baron, and View of Frankpledge, with the
 ‘ Appurtenances, against him the said *A.* and
 ‘ his Heirs for ever. *And further*, the said *C.*

2. Warranty
against the
Heirs of the
Wife.

‘ and *E.* have granted for themselves and the
 ‘ Heirs of the said *E.* that they will warrant
 ‘ to the aforesaid *H.* and his Heirs the afore-
 ‘ said Manors, Scites, Tenements, Common
 ‘ of Pasture, Fishery, Court-Leet, Court-
 ‘ Baron, and View of Frankpledge, with the
 ‘ Appurtenances, against them the said *C.*
 ‘ and *E.* and the Heirs of the said *E.* for
 ‘ ever. *And also* the said *F.* hath granted

3. Warranty.

‘ for himself and his Heirs, that he will
 ‘ warrant to the said *H.* and his Heirs
 ‘ the aforesaid Manors, Scites, Tenements,
 ‘ Common of Pasture, Fishery, Court-Leet,
 ‘ Court-

‘ Court-Baron, and View of Frankpledge,
‘ with the Appurtenances, against him the
‘ said F. and his Heirs for ever. And for
‘ this,’ &c.

Taken and acknowledged, &c.

*A double Fine from three Conusors and the
Wives of two of them, to two Conusees,
upon two Writs of Covenant; first, of
Messuages, Cottages, Barns, Stables,
Gardens, Orchards, Land, Meadow,
Pasture, Wood, Common of Pasture and
free Fishery; second, of Messuages,
Cottages, Barns, Stables, Gardens, Or-
chards, Land, Meadow, Pasture, Wood,
Furze and Heath.*

Kent, to wit, ‘ **C**ommand A. B. Esq; and C. Præcipe.
‘ his Wife, D. E. Esq; and
‘ F. his Wife, and G. H. Esq; that justly, &c.
‘ they perform to J. K. Gent. and L. M.
‘ Gent. the Covenant made between them of
‘ six Messuages, nine Cottages, six Barns,
‘ six Stables, six Gardens, six Orchards, three
‘ Hundred Acres of Land, two Hundred
‘ Acres of Meadow, five Hundred Acres of
‘ Pasture, fifty Acres of Wood, Common of
‘ Pasture for all Cattle and free Fishery, with
‘ the Appurtenances, in N. O. and P. And
‘ unless,’ &c.

L

Sussex,

Præcipe.

Suffex, ‘ *Command* *A. B. Esq;* and *C.* his
 to wit, ‘ Wife *D. E. Esq;* and *T.* his Wife
 ‘ and *G. H. Esq;* &c. that justly, &c. they
 ‘ perform to *J. K. Gent.* and *L. M. Gent.* the
 ‘ Covenant made between them of four Mes-
 ‘ suages, two Cottages, four Barns, four
 ‘ Stables, two Gardens, three Orchards, two
 ‘ Hundred Acres of Land, one Hundred and
 ‘ fifty Acres of Meadow, one Hundred Acres
 ‘ of Pasture, twenty Acres of Wood, and
 ‘ thirty Acres of Furze and Heath, with the
 ‘ Appurtenances, in *K.* and *L.* And unless,
 ‘ &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A.* and *C. D.* and *F.* and *G.*
 ‘ have acknowledged the aforesaid Tene-
 ‘ ments, Common of Pasture and Fishery,
 ‘ with the Appurtenances, to be the Right of
 ‘ the said *J.* as those which the said *J.* and *L.*
 ‘ have of the Gift of the said *A.* and *C. D.*
 ‘ and *H.* and *G.* and those they have remised
 ‘ and quit-claimed from themselves the said
 ‘ *A.* and *C. D.* and *F.* and *G.* and their Heirs
 ‘ to the said *J.* and *L.* and the Heirs of the
 ‘ said *J.* for ever. *And moreover* the said *A.*
 ‘ and *C.* have granted for themselves and the
 ‘ Heirs of the said *C.* that they will warrant
 ‘ to the said *J.* and *L.* and the Heirs of the
 ‘ said *J.* the aforesaid Tenements, Common
 ‘ of Pasture and Fishery, with the Appurte-
 ‘ nances, against them the said *A.* and *C.* and
 ‘ the Heirs of the said *C.* for ever. *And*
 ‘ further, the said *D.* and *F.* have granted for
 ‘ them-

1. Warranty
 against the
 Heirs of the
 Wife.

2. Warranty
 the like.

‘ themselves and the Heirs of the said *F.* that
 ‘ they will warrant to the said *J.* and *L.* and
 ‘ the Heirs of the said *J.* the aforesaid Tene-
 ‘ ments, Common of Pasture and Fishery,
 ‘ with the Appurtenances, against themselves
 ‘ the said *D.* and *F.* and the Heirs of the
 ‘ said *F.* for ever. And also the said *G.* hath
 ‘ granted for himself and his Heirs, that he
 ‘ will warrant to the aforesaid *J.* and *L.* and
 ‘ the Heirs of the said *L.* the aforesaid Te-
 ‘ nements, Common of Pasture and Fishery,
 ‘ with the Appurtenances, against him the
 ‘ said *G.* and his Heirs for ever. And for
 ‘ this,’ &c.

3. Warranty.

Taken and acknowledged, &c.

L 2

From

A Treble Fine from four Conufors and their Wives to three Conufees, upon three Writs of Covenant; 1. A Manor, Meffuages, Cottages, Dovehoufes, Barns, Stables, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Common of Pasture, free Warren, Court-Lcet, Court-Baron, and View of Frankpledge. 2. Meffuages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and Marfb. 3. A Manor, Meffuages, Cottages, Dovehoufes, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Alder, and an Advowfon.

i Præcipe.

*Dorsetfbire, ‘ C*ommand *A. B. Esq; and C. to wit, ‘ his Wife, D. E. Esq; and F. ‘ his Wife, G. H. Esq; and J. his Wife, K. L. ‘ Gent. and M. his Wife, that juftly, &c. ‘ they perform to P. Q. Esq; R. S. Esq; and ‘ T. V. Gent. the Covenant made between ‘ them of the Manor of W. with the Appurtenances, and of twelve Meffuages, twenty ‘ and four Cottages, four Dovehoufes, twelve ‘ Barns, twelve Stables, twelve Gardens, one ‘ Thouland and five Hundred Acres of Land, ‘ one Thouland Acres of Meadow, five Hundred Acres of Pasture, one Hundred Acres ‘ of Wood, five Hundred Acres of Furze ‘ and*

and Heath, Common of Pasture for all and
all Manner of Cattle, a free Warren, a
Court-Leet, Court-Baron and View of Frank-
pledge, with the Appurtenances, in *X.* and
A. And unless, &c.

Devonshire, ' *Command the same*, that justly, ² *Præcipe.*
to wit, ' &c. they perform to *the same* ^{Name the}
the Covenant made between them of two ^{Conusors and}
Messuages, two Barns, two Stables, two ^{Conusees as in}
Gardens, two Orchards, one Hundred Acres ^{the 1st Præci-}
of Land, thirty Acres of Meadow, forty ^{pe.}
Acres of Pasture, ten Acres of Wood, fifty
Acres of Furze and Heath, and thirty Acres
of Marsh, with the Appurtenances, in *L. R.*
and *B.* And unless, &c.

Cornwal, ' *Command the same*, that justly, ³ *Præcipe.*
to wit, ' &c. they perform to *the same* ^{Name the}
the Covenant made between them of the ^{Conusors and}
Manor of *A.* with the Appurtenances, and ^{Conusees.}
of twelve Messuages, six Cottages, three
Dovehouses, eight Barns, eight Stables, six
Gardens, six Orchards, one Thousand and
two Hundred Acres of Land, six Hundred
Acres of Meadow, three Hundred Acres of
Pasture, fifty Acres of Wood, one Hundred
Acres of Furze and Heath, and thirty Acres
of Alder, with the Appurtenances, in *F.*
and also of the Adowson of the Church of *F.*
And unless, &c.

' *And the Agreement* is such, to wit, That
the aforesaid *A.* and *C. D.* and *F. G.* and *J.*
K. and *M.* have acknowledged the aforesaid

1. Warranty
against the
Heirs of the
Husband.

2. Warranty
the like.

3. Warranty
against the
Heirs of the
Wife.

Manors, Tenements, Common of Pasture,
Warren, Court-Leet, Court-Baron, and View
of Frankpledge, with the Appurtenances
and the Advowson aforesaid, to be the Right
of the said *P.* as those which the said *P. R.*
and *T.* have of the Gift of the said *A.* and
C. D. and *F. G.* and *J. K.* and *M.* and those
they have remised and quit-claimed from
themselves the said *A.* and *C. D.* and *F. G.*
and *J. K.* and *M.* and their Heirs, to the
said *P. R.* and *T.* and the Heirs of the said
P. for ever. *And moreover* the said *A.* and
C. have granted for themselves and the
Heirs of the said *A.* that they will warrant
to the aforesaid *P. R.* and *T.* and the Heirs
of the said *P.* the aforesaid Manors, Tene-
ments, Common of Pasture, Warren, Court-
Leet, Court-Baron, and View of Frank-
pledge, with the Appurtenances and the
Advowson aforesaid, against themselves the
said *A.* and *C.* and the Heirs of the said *A.*
for ever. *And further*, the said *D.* and *F.*
have granted for themselves and the Heirs
of the said *D.* that they will warrant to the
said *P. R.* and *T.* and the Heirs of the said
P. the aforesaid Manors, Tenements, Com-
mon of Pasture, Warren, Court-Leet, Court-
Baron, and View of Frankpledge, with the
Appurtenances and the Advowson afore-
said, against themselves the said *D.* and *F.*
and the Heirs of the said *D.* for ever. *And*
also the said *D.* and *F.* have granted for
themselves and the Heirs of the said *F.* that
they will warrant to the aforesaid *P. R.*
and *T.* and the Heirs of the said *P.* the
afore-

'aforesaid Manors, Tenements and Common
 'of Pasture, Warren, Court-Leet, Court-
 'Baron, and View of Frankpledge, with the
 'Appurtenances and the Advowson afore-
 'said, against themselves the said *D.* and *F.*
 'and the Heirs of the said *F.* for ever. *And*
 'furthermore the said *G.* and *J.* have granted ^{4. Warranty}
 'for themselves and the Heirs of the said *G.* ^{against the}
 'that they will warrant to the aforesaid *P. R.* ^{Heirs of the}
 'and *T.* and the Heirs of the said *P.* the ^{Husband.}
 'aforesaid Manors, Tenements, Common of
 'Pasture, Warren, Court-Leet, Court-Baron,
 'and View of Frankpledge, with the Ap-
 'purtenances and the Advowson aforesaid,
 'against themselves the said *G.* and *J.* and
 'the Heirs of the said *G.* for ever. *And*
 'moreover the said *K.* and *M.* have granted ^{5. Warranty}
 'for themselves and the Heirs of the said ^{the like.}
 '*K.* that they will warrant to the aforesaid
 '*P. R.* and *T.* and the Heirs of the said *P.*
 'the aforesaid Manors, Tenements, Common
 'of Pasture, Warren, Court-Leet, Court-
 'Baron, and View of Frankpledge, with the
 'Appurtenances and Advowson aforesaid, a-
 'gainst themselves the said *K.* and *M.* and
 'the Heirs of the said *K.* for ever. *And* for
 'this, &c.

Taken and acknowledged, &c.

*From a Duke and his Duchefs and another
Conufor, to a Duke and another Conufee,
of an Honor, Manors, Parks, Mej-
fuages, Tofts, Mills, Dovehouses, Gar-
dens, Land, Meadow, Pasture, Wood,
Furze and Heath, Rent, free Warren,
View of Frankpledge, Waifs, Eſtrays,
Deodands, Goods of Felons, Outlaws,
Return of Writs, Liberty and Prii-
leges.*

Præſe.

*Herefordſhire, ‘ C O m m a n d J. Duke of C. and
to wit, ‘ E. his Wife, and G. J.
‘ Eſq; that juſtly, &c. they perform to J.
‘ Duke of N. and L. M. Eſq; the Covenant
‘ made between them of the Honor of K.
‘ with the Appurtenances, and of the Manors
‘ of K. otherwiſe L. N. R. and T. with the
‘ Appurtenances, and of two Parks, with the
‘ Appurtenances, as alſo of forty Meſſuages,
‘ twenty Tofts, four Water-mills, fifteen
‘ Dovehouses, forty Gardens, two Thouſand
‘ Acres of Land, one Thouſand Acres of
‘ Meadow, three Thouſand Acres of Pasture,
‘ five Hundred Acres of Wood, one Thou-
‘ ſand Acres of Furze and Heath, ten Pounds
‘ Rent, a free Warren, View of Frank-
‘ pledge, and whatſoever belongs to View of
‘ Frankpledge, Goods and Chattels waived,
‘ Eſtrays, Deodands, Goods and Chattels of
‘ Felons and Fugitives, Felons of themſelves,
‘ Outlaws and Perſons, put in Exigent, the
‘ Re-*

Return of all Writs whatsoever, and of all
and all Manner of Liberties and Franchises,
with the Appurtenances, in *K. L. N. R.* and
T. And unless, &c.

And the Agreement is such, to wit, That Concord.
the aforesaid Duke of *C.* and *E.* and *G.* have
acknowledged the aforesaid Honor, Manors
Parks, Tenements, Rent, Warren, View of
Frankpledge, Goods and Chattels waived,
Elstrays, Deodands, Goods and Chattels of
Felons and Fugitives, Felons of themselves,
Outlaws and Persons put in *Exigent*, Return
of Writs, Liberties and Franchises, with
the Appurtenances, to be the Right of the
said Duke of *N.* as those which the said
Duke of *N.* and *L.* have of the Gift of the
aforesaid Duke of *C.* and *E.* and *G.* and
those they have remised and quit-claimed
from themselves the said Duke of *C.* and *E.*
and *G.* and their Heirs to the said Duke of
N. and *L.* and the Heirs of the said Duke
of *N.* for ever. And moreover the said Duke i Warranty
of *C.* and *E.* have granted for themselves against the
and the Heirs of the said Duke of *C.* that Heirs of the
they will warrant to the aforesaid Duke of Husband.
N. and *L.* and the Heirs of the said Duke
of *N.* the aforesaid Honor, Manors, Parks,
Tenements, Rent, Warren, View of Frank-
pledge, Goods and Chattels waived, Elstrays,
Deodands, Goods and Chattels of Felons
and Fugitives, Felons of themselves, Out-
laws and Persons put in *Exigent*, Return of
Writs, Liberties and Franchises, with the
Appurtenances, against themselves the said
Duke

2 Warranty,

‘ Duke of C. and E. and the Heirs of the said
 ‘ Duke of C. for ever. *And further*, the said
 ‘ G. hath granted for himself and his Heirs,
 ‘ that he will warrant to the aforefaid Duke
 ‘ of N. and L. and the Heirs of the said
 ‘ Duke of N. the aforefaid Honor, Manors,
 ‘ Parks, Tenements, Rent, Warren, View
 ‘ of Frankpledge, Goods and Chattels wai-
 ‘ ved, Estrays, Deodands, Goods and Chattels
 ‘ of Felons and Fugitives, Felons of them-
 ‘ selves, Outlaws and Persons put in *Exigent*,
 ‘ Return of Writs, Liberties and Franchises
 ‘ with the Appurtenances, against him the
 ‘ said G. and his Heirs for ever. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

*From one Conusor to one Conusee, of Ma-
 nors, Messuages, Land, Meadow, Pa-
 sture, Wood, a Rectory, and Moiety of
 a Manor.*

Præcipe.

Lincolnshire, ‘ *Command* A. B. Esq; that
 ‘ *to wit,* ‘ justly, &c. he perform to
 ‘ C. D. Esq; the Covenant made between them
 ‘ of the Manors of J. K. and L. with the
 ‘ Appurtenances, and of twelve Messuages,
 ‘ five Hundred Acres of Land, three Hun-
 ‘ dred Acres of Meadow, four Hundred
 ‘ Acres of Pasture, and fifty Acres of Wood,
 ‘ with the Appurtenances, in J. K. and L.
 ‘ as also of the Rectory of L. with the Ap-
 ‘ purtenances, and also of the Moiety of the
 ‘ Manor

Manor of *P.* with the Appurtenances. And
unless, &c.

And the Agreement is such, to wit, That the
aforesaid *A.* has acknowledged the aforesaid
Manors, Tenements, Rectory and Moiety,
with the Appurtenances, &c.

*From one Conusor to one Conusee, of the
Moiety of a Manor, Moiety of Mes-
suages, Tofts, a Mill, Dovehouse, Gar-
dens, Land, Meadow, Pasture, Wood,
Furze and Heath, fresh Marsh, salt
Marsh, Wharf, Passage over a River,
Rent, Moiety of a Prebendary and Rec-
tory, Moiety of Tithes of Corn, &c.
and Moiety of the Advowson of the Vi-
carage of a Church.*

Norfolk, Command Sir *A. B.* Knight, that Præcipe.
to wit, justly, &c. he perform to *C. D.*

Esq; the Covenant made between them of
a Moiety of the Manor of *E.* with the
Appurtenances, and of a Moiety of twenty
Messuages, ten Tofts, one Mill, one Dove-
house, thirty Gardens, five Hundred Acres
of Land, one Hundred Acres of Meadow,
two Hundred Acres of Pasture, fifty Acres
of Wood, thirty Acres of Furze and
Heath, one Hundred Acres of fresh Marsh,
ten Acres of salt Marsh, one Wharf, one
Passage over the River *D.* and one Hundred
Shillings Rent in *E. L.* and *Q.* as also of a
Moiety

‘ Moiety of the Prebend and Rectory of E.
 ‘ with the Appurtenances, and a Moiety of
 ‘ all the Tithes of Corn, Grain and Hay,
 ‘ yearly coming, growing and renewing in E.
 ‘ L. and Q. and of a Moiety of the Advowson
 ‘ of the Vicarage of the Church of E. And
 ‘ unless, &c.

‘ *And the Agreement is such, to wit, That*
 ‘ the aforesaid A. has acknowledged the a-
 ‘ foresaid Moieties, with the Appurtenances,
 ‘ &c.

*From four Conusors and the Wife of one
 of them, to two Conusees, of a Rent
 issuing out of a Manor, Messuages,
 Cottages, Barns, Dovehouses, Gardens,
 Orchards, Land, Meadows, Pasture,
 Wood, Furze and Heath, and free
 Fishery.*

Præcipe.

Cambridgeshire, ‘ *Command* A. B. Esq; and
 to wit, ‘ C. his Wife, D. E. Esq;
 ‘ F. G. Esq; and H. J. Gent. that justly, &c.
 ‘ they perform to K. L. Esq; and M. N. Esq;
 ‘ the Covenant made between them of the
 ‘ yearly Rent of two Hundred Pounds, issu-
 ‘ ing out of and from the Manor of R. with
 ‘ the Appurtenances, and out of and from
 ‘ ten Messuages, ten Cottages, ten Barns, two
 ‘ Dovehouses, ten Gardens, ten Orchards, five
 ‘ Hundred Acres of Land, three Hundred
 ‘ Acres of Meadow, six Hundred Acres of
 ‘ Pasture,

' Pasture, ten Acres of Wood, and fifty
 ' Acres of Furze and Heath, with the Ap-
 ' purtenances, in L. O. and S. and also out
 ' of a free Fishery in the Water of O. with
 ' the Appurtenances, in L. O. and S. And
 ' unless, &c.

' *And the Agreement* is such, to wit, That Concord.
 ' the aforesaid *A. and C. D. F. and H.* have
 ' acknowledged the aforesaid Rent to be the
 ' Right of the said *K.* as that which the said
 ' *K. and M.* have of the Gift of the said *A.*
 ' and *C. D. F. and H.* and the same they have
 ' remised and quit-claimed from them and
 ' their Heirs to the said *K. and M.* and the
 ' Heirs of the said *K.* for ever. *And moreover* 1. Warranty
 ' the said *A. and C.* have granted for them- against the
 ' selves and the Heirs of the said *C.* that Heirs of the
 ' they will warrant to the said *K. and M.* and Wife.
 ' the Heirs of the said *K.* the aforesaid Rent,
 ' against themselves the said *A. and C.* and the
 ' Heirs of the said *C.* for ever. *And further,* 2. Warranty.
 ' the said *D.* hath granted for himself and his
 ' Heirs, that he will warrant to the aforesaid
 ' *K. and M.* and the Heirs of the said *K.* the
 ' aforesaid Rent, against himself the said *D.*
 ' and his Heirs for ever. *And also* the afore- 3. Warranty.
 ' said *F.* hath granted for himself and his
 ' Heirs, that he will warrant to the aforesaid
 ' *K. and M.* and the Heirs of the said *K.* the
 ' aforesaid Rent, against himself the said *F.*
 ' and his Heirs for ever. *And furthermore* 4. Warranty.
 ' the said *H.* hath granted for himself and
 ' his Heirs, that he will warrant to the afore-
 ' said *K. and M.* and the Heirs of the said *K.*
 ' the

Of Fines.

‘ the aforefaid Rent, againſt himſelf the ſaid
 ‘ H. and his Heirs for ever. And for this,
 &c.

Taken and acknowledged, &c.

*From ſix Conuſors and the Wives of two of
 them, to two Conuſees, of a Manor, Meſ-
 ſuages, Mills, Dovehouſes, Gardens,
 Land, Meadow, Paſture, Wood, Furze,
 and Heath, Rent, free Warren, View of
 Frankpledge, Rectory, and Advowſon of
 the Rectory of a Church.*

Præcipe.

Staffordſhire, ‘ Command Sir A. B. Bart. C.
 to wit, ‘ B. Eſq; and D. his Wife,
 ‘ E. F. Eſq; G. H. Eſq; and J. his Wife,
 ‘ K. L. Eſq; and M. N. Gent. that juſtly, &c.
 ‘ they perform to O. P. and Q. R. the Cove-
 ‘ nant made between them of the Manor of
 ‘ R. with the Appurtenances, and of forty
 ‘ Meſſuages, two Mills, two Dovehouſes,
 ‘ forty Gardens, eight Hundred Acres of
 ‘ Land, four Hundred Acres of Meadow, ſix
 ‘ Hundred Acres of Paſture, one Hundred
 ‘ Acres of Wood, ſixty Acres of Furze and
 ‘ Heath, ſixty Shillings Rent, a free Warren,
 ‘ and View of Frankpledge, with the Appur-
 ‘ tenances, in R. O. and B. and alſo of the
 ‘ Rectory of R. with the Appurtenances, and
 ‘ alſo of the Advowſon of the Vicarage of the
 ‘ Church of R. And unleſs, &c.

‘ And

' And the Agreement is such, to wit, That Concord.
 ' the aforefaid *A. C.* and *D. E. G.* and *J. K.*
 ' and *M.* have acknowledged the aforefaid
 ' Manor, Tenements, Rent, free Warren,
 ' View of Frankpledge and Rectory, with the
 ' Appurtenances, and the Advowson aforefaid,
 ' to be the Right of the faid *O.* as those which
 ' the faid *O.* and *Q.* have of the Gift of the
 ' faid *A. C.* and *D. E. G.* and *J. K.* and *M.*
 ' and those they have remised and quit-claimed
 ' from themselves the faid *A. C.* and *D. E.*
 ' *G.* and *J. K.* and *M.* and their Heirs to the
 ' faid *O.* and *Q.* and the Heirs of the faid *O.*
 ' for ever. And moreover the aforefaid *A.*
 ' has granted for himself and his Heirs, that 1. Warranty.
 ' he will warrant to the aforefaid *O.* and *Q.*
 ' and the Heirs of the faid *O.* the aforefaid
 ' Manor, Tenements, Rent, free Warren,
 ' View of Frankpledge and Rectory, with the
 ' Appurtenances and the Advowson aforefaid,
 ' against him the faid *A.* and his Heirs for
 ' ever. And further, the faid *C.* and *D.* have 2. Warranty
 ' granted for themselves and the Heirs of the against the
 ' faid *C.* that they will warrant to the afore- Heirs of the
 ' faid *O.* and *Q.* and the Heirs of the said Husband.
 ' *O.* the aforefaid Manor, Tenements, Rent,
 ' free Warren, View of Frankpledge and
 ' Rectory, with the Appurtenances and the
 ' Advowson aforefaid, against them the faid
 ' *C.* and *D.* and the Heirs of the faid *C.*
 ' for ever. And also the faid *E.* hath granted
 ' for himself and his Heirs, that he will 3. Warranty.
 ' warrant to the aforefaid *O.* and *Q.* and the
 ' Heirs of the faid *O.* the aforefaid Manor,
 ' Te-

4. Warranty
against the
Heirs of the
Husband.

5. Warranty.

6. Warranty.

‘ Tenements; Rent, free Warren; View of
 ‘ Frankpledge and Rectory, with the Appur-
 ‘ tenances and the Advowson aforesaid,
 ‘ against him the said E. and his Heirs for
 ‘ ever. *And furthermore* the said G. and J.
 ‘ have granted for themselves and the Heirs
 ‘ of the said G. that they will warrant to the
 ‘ aforesaid O. and Q. and the Heirs of the said
 ‘ O. the aforesaid Manor, Tenements, Rent,
 ‘ free Warren, View of Frankpledge and
 ‘ Rectory, with the Appurtenances and the
 ‘ Advowson aforesaid, against them the said
 ‘ G. and J. and the Heirs of the said G. for
 ‘ ever. *And moreover* the said K. hath granted
 ‘ for himself and his Heirs, that he will
 ‘ warrant to the aforesaid O. and Q. and the
 ‘ Heirs of the said O. the aforesaid Manor,
 ‘ Tenements, Rent, free Warren, View of
 ‘ Frankpledge and Rectory, with the Appur-
 ‘ tenances and the Advowson aforesaid, a-
 ‘ gainst him the said K. and his Heirs for
 ‘ ever. *And further*, the said M. hath granted
 ‘ for himself and his Heirs, that he will
 ‘ warrant to the aforesaid O. and Q. and the
 ‘ Heirs of the said O. the aforesaid Manors,
 ‘ Tenements, Rent, free Warren, View of
 ‘ Frankpledge and Rectory aforesaid, with the,
 ‘ Appurtenances and the Advowson aforesaid
 ‘ against him the said M. and his Heirs for
 ‘ ever. And for this, &c.’

Taken and acknowledged, &c.

From

From six Conufors and the Wives of two of them, to two Conufees. of a Manor, Meffuages, Cottages, Barns, Dove-houfes, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Fifhery, and an Advowfon, with four feveral Captions.

Berks, ‘ *COM*mand Sir A. B. Knt. and C. *Præcipe.*
 to wit, ‘ his Wife, D. E. Efq; F. G. Efq; H.
 ‘ J. Efq; K. L. Efq; and M. his Wife, and
 ‘ N. O. Efq; that juftly, &c. they perform
 ‘ to P. Q. Elq; and R. S. Gent. the Covenant
 ‘ made between them of the Manor of T.
 ‘ with the Appurtenances, and of ten Meff-
 ‘ fuages, ten Cottages, ten Barns, two Dove-
 ‘ houfes, ten Gardens, ten Orchards, fix
 ‘ Hundred Acres of Land, four Hundred
 ‘ Acres of Meadow, one Thoufand Acres
 ‘ of Pasture, twenty Acres of Wood, one
 ‘ Hundred Acres of Furze and Heath, and
 ‘ eighty Shillings Rent, with the Appurtenances,
 ‘ in T. and alfo of a free Fifhery in the Water
 ‘ of P. with the Appurtenances, in T. and of
 ‘ the Advowfon of the Church of T. And
 ‘ unlefs, &c.

And the Agreement is fuch, to wit, That the Concord.
 ‘ aforefaid A. and C. D. F. H. K. and M. and
 ‘ N. have acknowledged the aforefaid Manor,
 ‘ Tenements, Rent and Fifhery, with the
 ‘ Appurtenances and the Advowfon aforefaid,
 M ‘ to

1. Warranty
against the
Heirs of the
Husband and
the Heirs of
his Brother
and Father,
&c.

2. Warranty.

3. Warranty.

to be the Right of the aforesaid *P.* as those
which the said *P.* and *R.* have of the Gift
of the said *A.* and *C. D. F. H. K.* and *M.*
and *N.* and those they have remised and
quit-claimed from themselves the said *A.*
and *C. D. F. H. K.* and *M.* and *N.* and
their Heirs to the said *P.* and *R.* and the
Heirs of the said *P.* for ever. *And more-*
over the aforesaid *A.* and *C.* have granted
for themselves and the Heirs of the said *A.*
that they will warrant to the aforesaid *P.*
and *R.* and the Heirs of the said *P.* the
aforesaid Manor, Tenements, Rent and
Fishery, with the Appurtenances and the
Advowson aforesaid, against them the said
A. and *C.* and the Heirs of the said *A.* and
against the Heirs of *T. B.* deceased, Brother
of the said *A.* and of Sir *T. B.* Knt. deceased,
Father of the said *A.* and against all others
claiming by the said *A.* and *C. J.* and *T.* or
either of them, for ever. *And further,* the
aforesaid *D.* hath granted for himself and
his Heirs, that he will warrant to the afore-
said *P.* and *R.* and the Heirs of the said *P.*
the aforesaid Manor, Tenements, Rent and
Fishery, with the Appurtenances and the
Advowson aforesaid, against him the said
D. and his Heirs for ever. *And also* the
aforesaid *F.* hath granted for himself and
his Heirs, that he will warrant to the afore-
said *P.* and *R.* and the Heirs of the said
P. the aforesaid Manor, Tenements, Rent
and Fishery, with the Appurtenances and
the Advowson aforesaid, against himself
the said *F.* and his Heirs for ever. *And*
fur-

furthermore the aforesaid *H.* hath granted for 4. Warranty. himself and his Heirs, that he will warrant to the aforesaid *P.* and *R.* and the Heirs of the said *P.* the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against himself the said *H.* and his Heirs for ever.

And moreover the aforesaid *K.* and *M.* have 5. Warranty granted for themselves and the Heirs of the said *K.* that they will warrant to the aforesaid *P.* and *R.* and the Heirs of the said *P.* the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against them the said *K.* and *M.* and the Heirs of the said *K.* for ever. *And further,* the said *N.* 6. Warranty.

hath granted for himself and his Heirs, that he will warrant to the aforesaid *P.* and *R.* and the Heirs of the said *P.* the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against himself the said *N.* and his Heirs for ever. And for this, &c.

*Taken and acknowledged by
the above-named Sir A. B.
and C. his Wife, and the
above-named F. G. on the
—Day of—in the Year
of our Lord—and in the
—Year of the Reign of
King George the Second,
before*

R. R.
W. T.

A. B.
C. B.
F. G.

M 2

Taken

*Taken and acknowledged by the
above-named D. E. and H. J.
the — Day of — in the
Year of our Lord — and in
the — Year of the Reign of
King George the Second, be-
fore us*

T. T.
S. M.

D. E.
H. J.

*Taken and acknowledged by the
above-named N. O. the —
Day of — in the Year of
our Lord — and in the —
Year of the Reign of King
George the Second, before
us*

T. M.
W. C.

N. O.

*Taken and acknowledged by the
above-named K. L. and M.
his Wife, the — Day of —
in the Year of our Lord —
and in the — Year of the
Reign of King George the
Second, before us*

T. D.
W. H.

K. L.
M. L.

From eight Conufors and the Wives of five
 of them to one Conufee of one ninth
 Part, and of a Moiety of one ninth
 Part of a third Part of Manors, &c.
 And of one ninth Part, and of a Moiety
 of one ninth Part of Meffuages, &c.
 and Advowfons.

Nottinghamfhire, ‘ Command Henry Cleets Præſipe.
 to wit, ‘ the elder, Gentleman,
 and Mary his Wife, John French and Su-
 ſannab Gray his Wife, Robert Grace Cleets
 and Sarah his Wife, Ann Cleets, Spinſter,
 Henry Cleets the Younger, and Joanna his
 Wife, Robert Dove and Elizabeth his Wife,
 Henrietta Cleets, Spinſter, and John Cleets,
 That they juſtly, and without delay perform
 to Caleb Green, Gentleman, the Covenant
 made between them of one ninth Part, and
 of a Moiety of one ninth Part of a third
 Part of the Manors of Strelley and Bilburgh,
 otherwiſe Bilborow with the Appurtenances,
 and of one ninth Part, and of a Moiety of
 one ninth Part of a third Part of Free
 Warren, Courts Leet, Courts Baron, View
 of Frankpledge and whatſoever to View of
 Frankpledge belongeth, Goods and Chattels
 waived, Treafure found or to be found,
 Eſtrays, Deodands, Goods and Chattels of
 Felons and Fugitives, Felons of themſelves,
 Outlaws, and Perſons put in Exigent, Con-
 victs attaint with the Appurtenances in
 M 3 ‘ Strelley

' *Strelley and Bilburgh, otherwise Bilborow a-*
 ' *foresaid, and also of one ninth Part, and*
 ' *of a Moiety of one ninth Part of ten*
 ' *Messuages, thirty Cottages, twenty Tosts,*
 ' *twenty Barns, twenty Stables, ten Dove-*
 ' *houses, ten Malt-houses, forty Gardens, forty*
 ' *Orchards, forty Curtilages, two hundred*
 ' *Acres of Land, two hundred Acres of*
 ' *Meadow, two hundred Acres of Pasture,*
 ' *thirty Acres of Wood, thirty Acres of*
 ' *Furze and Heath, and of all Mines, Delphs*
 ' *and Quarries of Coals, Stone and other*
 ' *Minerals, and likewise of Common of*
 ' *Pasture for all Manner of Cattle with the*
 ' *Appurtenances in Strelley and Bilburgh, other-*
 ' *wise Bilborow aforesaid: And moreover, of*
 ' *the Advowsons of the Churches of Strelley*
 ' *and Bilburgh, otherwise Bilborow, in Notting-*
 ' *hamshire. And unless, &c.*

Concord.

' *And the Agreement is such, that is to say,*
 ' *that the aforesaid Henry Cleets the Elder,*
 ' *Mary, John French, Susannab Gray, Robert*
 ' *Grace Cleets, Sarah, Ann, Henry Cleets the*
 ' *Younger, Joanna, Robert Dove, Elizabeth*
 ' *Henrietta, and John Cleets have acknowledg-*
 ' *ed the aforesaid one ninth Part, and a Moiety*
 ' *of one ninth Part of a third Part of the*
 ' *said Manors, Free Warren, Courts Leet,*
 ' *Courts Baron, View of Frankpledge, and*
 ' *whatsoever to View of Frankpledge be-*
 ' *longeth, Goods and Chattles waived, Trea-*
 ' *sure found or to be found, Estrays, Deo-*
 ' *dands, Goods and Chattles of Felons and*
 ' *Fugitives, Felons of themselves, Outlaws*
 ' *and*

and Persons put in Exigent, Convicts
 attaint, and also one ninth Part, and a
 Moiety of one ninth Part of the said Te-
 nements, Mines, Delphs and Quarries of
 Stone and other Minerals, Common of
 Pasture, and Advowsons, with the Appur-
 tenances, to be the Right of him the said
Caleb, as those which the said *Caleb* hath
 of the Gift of the aforesaid *Henry Cleets* the
 Elder, *Mary*, *John French*, *Susannab Gray*,
Robert Grace Cleets, *Sarah*, *Ann*, *Henry*
Cleets the Younger, *Joanna*, *Robert Dove*,
Elizabeth, *Henrietta*, and *John Cleets*, and
 those they have remised and quit-claimed
 from themselves the said *Henry Cleets* the
 Elder, *Mary*, *John French*, *Susannab Gray*,
Robert Grace Cleets, *Sarah*, *Ann*, *Henry*
Cleets the Younger, *Joanna*, *Robert Dove*,
Elizabeth, *Henrietta* and *John Cleets*, and
 their Heirs to the aforesaid *Caleb*, and his
 Heirs for ever. And moreover the said Warrant^y a-
Henry Cleets the Elder, and *Mary* have gainst the Hus-
 granted for themselves and the Heirs of band and his
 the said *Henry Cleets* the Elder, that they Heirs.
 will warrant to the aforesaid *Caleb*, and his
 Heirs the aforesaid one ninth Part, and a
 Moiety of one ninth Part of a third Part
 of the said Manors, Free Warren, Courts
 Leet, Courts Baron, View of Frankpledge,
 and whatsoever to view of Frankpledge be-
 longeth, Goods and Chattels waived, Trea-
 sure found or to be found, Estrays, Deo-
 dands, Goods and Chattels of Felons and
 Fugitives, Felons of themselves, Outlaws,
 and Persons put in Exigent, Convicts at-
 taint,

2. Warranty
against the
Wife and her
Heirs.

3. Warranty.

4. Warranty.

‘ taint, and also one ninth Part, and a
 ‘ Moiety of one ninth Part of the said Te-
 ‘ nements, Mines, Delphs and Quarries of
 ‘ Coals, Stone and other Minerals, Common
 ‘ of Pasture and Advowsons, with the Ap-
 ‘ purtenances, against themselves the said
 ‘ *Henry Cleets* the Elder, and *Mary*, and the
 ‘ Heirs of the said *Henry Cleets* the Elder for
 ‘ ever. *And further*, the said *Henry Cleets* the
 ‘ Elder, and *Mary*, have granted for them-
 ‘ selves and the Heirs of the said *Mary*, that
 ‘ they will warrant to the aforesaid *Caleb*, and
 ‘ his Heirs the aforesaid one ninth Part, and
 ‘ a Moiety of one ninth Part of a third Part
 ‘ of the said Manors, Free Warren, Courts
 ‘ Leet, Courts Baron, View of Frankpledge,
 ‘ and whatsoever to View of Frankpledge be-
 ‘ longed, Goods and Chattels waived, Trea-
 ‘ sure found or to be found, Estrays, Deo-
 ‘ dands, Goods and Chattels of Felons, and
 ‘ Fugitives, Felons of themselves, Outlaws,
 ‘ and Persons put in Exigent, Convicts at-
 ‘ taint, and also one ninth Part, and a Moiety
 ‘ of one ninth Part of the said Tenements,
 ‘ Mines, Delphs and Quarries of Coals, Stone
 ‘ and other Minerals, Common of Pasture
 ‘ and Advowsons, with the Appurtenances
 ‘ against themselves the said *Henry Cleets* the
 ‘ Elder, and *Mary*, and the Heirs of the said
 ‘ *Mary* for ever. *And also*, &c. the like
 ‘ Warranty by *John French*, and *Susannah*
 ‘ *Gray* his Wife, against the Heirs of *John*
 ‘ *French*. *And furthermore*, &c. the like War-
 ‘ ranty by *John French* and *Susannah Gray*
 ‘ his Wife, against the Heirs of the Wife.
 ‘ *And*

And moreover, &c. the like Warranty by 5. Warranty.
 Robert Grace Cleets and Sarah his Wife,
 against the Heirs of the Husband. And 6. Warranty.
 further, &c. the like Warranty by Ann
 Cleets, Spinster, against her and her Heirs.
 And further also, &c. the like Warranty by 7. Warranty.
 Henry Cleets the Younger, and Joanna his
 Wife, against the Heirs of the Husband.
 And likewise, &c. the like Warranty by 8. Warranty.
 Robert Dove and Elisabeth his Wife, against
 the Heirs of the Husband. And likewise 9. Warranty.
 further, &c. the like Warranty by Robert
 Dove and Elisabeth his Wife, against the
 Heirs of the Wife. And also further, &c. 10. Warranty.
 the like Warranty by Henrietta Cleets, Spin-
 ster, against her and her Heirs. And lastly, 11. Warranty.
 &c. the like Warranty by John Cleets, a-
 gainst him and his Heirs. And for this,
 &c.

<i>Taken and acknowledged</i> <i>by the above-named Ro-</i> <i>bert Grace Cleets, and</i> <i>Sarah his Wife, Ann</i> <i>Cleets, Spinster, Henry</i> <i>Cleets the Younger, and</i> <i>Joanna his Wife, Ro-</i> <i>bert Dove and Elisa-</i> <i>beth his Wife, and John</i> <i>Cleets, the thirty-first</i> <i>Day of July, in the Year</i> <i>of our Lord One thou-</i> <i>sand seven hundred and</i> <i>seventy-two, before me</i> <i>George Wilson.</i>	Rob. Grace Cleets. Sarah Cleets. Ann Cleets. Henry Cleets Jun. Susannah Cleets. Robert Dove. Elisabeth Dove. John Cleets.
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Taken

*Taken and acknowledged by
the above-named Henry
Cleets the Elder, and
Mary his Wife, John
French, and Susannah
Gray his Wife, and
Henrietta Cleets, Spin-
ster, on the Day of
1772, before*

Henry Cleets.
Mary Cleets.
John French.
Suf. Gray French.
Henrietta Cleets,

us,

A. B.

C. D.

A Fine.

*From the Duke of Kingston and his
Duchess, to the Duke of Grafton and
Lord Monson, of Manors, Park, Te-
nements, Rent Common, Free Fishing,
Free Warren, View of Frankpledge,
Rectories, Tithes, and Advowsons.*

Præcipe.

*Nottinghamshire, Command Evelyn Duke of
to wit, Kingston upon Hull, and
Elizabeth his Wife, that justly, &c, they
perform to Augustus Henry Duke of Graf-
ton, and John Lord Monson, the Covenant
made between them of the Manors of Tho-
resby, Clipston upon the Hill, Little Crop-
hill, otherwise Cropwell, Butler Snenton,
Widmerpool, Ratcliffe upon Trent and Lam-
cote, Orston and Screveton, Gourton and
Bleazeby Gedling, Stoke-Bardolph, Paletborpe,
Holbeck, Holbeck Woodhouse and Bonbush
Weston Fledburgh, otherwise Fledborow Eak-
ring*

' ring *Laxton*, *Laxton Moorhouse* and *Kneefal*,
 ' with the Appurtenances; and of the Park
 ' of *Thoresby*, with the Appurtenances; And
 ' also of 260 Messuages, 220 Cottages, 68
 ' Tofts, 2 Windmills, 5440 Acres of Land,
 ' 2040 Acres of Meadow, 3400 Acres of
 ' Pasture, 300 Acres of Woodland, 4500
 ' Acres of Furze and Heath, 600 Acres of
 ' Moor, fifty Pounds Rent, Common of Pa-
 ' sture for all Cattle, free fishing in the Wa-
 ' ters of *Trent*, *Smyteve*, *Mann*, and *Meden*,
 ' free Warren, View of Frankpledge and
 ' whatsoever to View of Frankpledge belong-
 ' eth, with the Appurtenances, in *Thoresby*
 ' *Edwinston*, *Tollerton*, *Clipston on the Hill*,
 ' *Little Cropbill*, otherwise *Cropwell*, *Butler*,
 ' *Elton*, *Snenton*, *Widmer*, *Poole*, *Ratcliffe upon*
 ' *Trent*, *Lamcote*, *Orston*, *Screveton*, *Staunton*,
 ' *Dallington*, *Flaborough*, *Flintham*, *Carcolsten*,
 ' *Thoroton*, *Scarrington*, *Lowdham*, *Gunthorpe*,
 ' *Carthorpe*, *Newark upon Trent*, *Gourton*,
 ' *Bleazeby*, *Gibsmere*, *Gedling*, *Carlton near Ged-*
 ' *ling*, *Stoke-Bardolph*, *Lamley*, *Paletborpe*,
 ' *Kirkly in Ashfield* *Holbeck*, *Holbeck-Woodhouse*,
 ' *Bonbusb*, *Cuckney*, *Norton*, *Hatfield*, *Colling-*
 ' *thwaite*, *Warsop*, *Weston*, *Sutton upon Trent*,
 ' *Grafsthorpe*, *Nermanton*, *Fledburgh*, other-
 ' wise *Fledborow*, *Stokeham*, *Dunham*, *Ekring*,
 ' *Kirklington*, *Bella Park*, *Laxton*, *Laxton*
 ' *Moorhouse*, *Ossington*, *Kneefal*, *Kersal Ompton*
 ' and *Walkringham*; And also of the Recto-
 ' ries of *Snenton*, *Lowdham*, *Laxton*, and
 ' *Ratcliffe upon Trent*, with *Lamcote*, with the
 ' Appurtenances, and of all and all Manner
 ' of Tithes whatsoever to the said Rectories
 ' belonging

‘ belonging or appertaining; *And likewise*, of
 ‘ the Advowsons of the Churches of *Widmer-*
 ‘ *pool, Weston, Fledburgh*, otherwise *Fledborow*,
 ‘ and *Ekring*; *And moreover*, of the Advow-
 ‘ sons of the Vicarages of the Churches of
 ‘ *Snenton, Cuckney, Lowdbam, Laxton*, and
 ‘ *Ratcliffe upon Trent*. And unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the said *Evelyn Duke of Kingston upon*
 ‘ *Hull*, and *Elizabeth*, have acknowledged the
 ‘ said Manors, Park, Tenements, Rent,
 ‘ Common, Free Fishing, Free Warren, View
 ‘ of Frankpledge, Rectories, Tithes and Ad-
 ‘ vowsons, with the Appurtenances, to be
 ‘ the Right of the said *Augustus Henry Duke*
 ‘ of *Grafton*, as those which the said *Au-*
 ‘ *gustus Henry Duke of Grafton* and *John*
 ‘ *Lord Monson* have of the Gift of the said
 ‘ *Evelyn Duke of Kingston upon Hull*, and
 ‘ *Elizabeth*, and those they have remised and
 ‘ for ever quit-claimed from them the said
 ‘ *Evelyn Duke of Kingston upon Hull*, and
 ‘ *Elizabeth*, and the Heirs of the said *Eve-*
 ‘ *lyn Duke of Kingston upon Hull*, to the
 ‘ said *Augustus Henry Duke of Grafton* and
 ‘ the said *John Lord Monson* and the Heirs
 ‘ of the said *Augustus Henry Duke of*
 ‘ *Grafton* for ever. *And moreover* the said
 ‘ *Evelyn Duke of Kingston upon Hull*, and *Eli-*
 ‘ *zabeth*, have granted for themselves and the
 ‘ Heirs of the said *Evelyn Duke of Kingston*
 ‘ *upon Hull*, that they will warrant to the said
 ‘ *Augustus Henry Duke of Grafton* and *John*
 ‘ *Lord Monson*, and the Heirs of the said
 ‘ *Augustus*

Warranty.

‘ *Augustins Henry Duke of Grafton*, the said
 ‘ *Manors, Park, Tenements, Rent, Common,*
 ‘ *Free Fishing, Free Warren, View of Frank-*
 ‘ *pledge, Rectories, Tithes, and Advow-*
 ‘ *sons, with the Appurtenances, against them*
 ‘ *the said Evelyn Duke of Kingston upon Hull,*
 ‘ *and Elizabeth, and the Heirs of the said*
 ‘ *Evelyn Duke of Kingston upon Hull for ever.*
 ‘ *And for this, &c.*

Kingston.

Elizabeth Kingston.

Taken and acknowledged

the eleventh Day of July

One thousand seven hun-

dred and sixty-nine, be-

fore George Wilton.

A double Fine from Sir William Beau-
champ Proctor, Baronet, and his Lady,
and the Honourable Charles Yorke, Esq;
and his Wife, of Tenements and Com-
mons in two Counties, to John Dorrien,
Esq; of the Estate of the Ladys

Hertfordshire, ‘ Command Sir William Beau-
to wit, ‘ Champ Proctor, Baronet,
 ‘ *and Dame Letitia his Wife, and the Ho-*
 ‘ *nourable Charles Yorke, Esq; and Agneta*
 ‘ *his Wife, that justly and without Delay*
 ‘ *they perform to John Dorrien, Esq; the*
 ‘ *Covenant made between them of 5 Mes-*
 ‘ *suages, 8 Cottages, 300 Acres of Land,*
 ‘ *80 Acres of Meadow, 190 Acres of Pas-*
 ‘ *ture*

ture and Common of Pasture for all Cattle,
 with the Appurtenances in *Berkhamsted Saint*
Peter, and *Berkhamsted, Saint Mary*, other-
 wise *North Church, Flamsted, and Hemelham-*
sted. And unless, &c.

Buckinghamshire, 'Command Sir William
 to wit, ' *Beauchamp Proctor, Ba-*
 ronet, and Dame *Letitia* his Wife, and the
 Honourable *Charles Yorke, Esq;* and *Agneta*
 his Wife, that justly and without Delay they
 perform to *John Dorrien, Esq;* the Cove-
 nant made between them of one Messuage,
 one Cottage, 60 Acres of Land, 20 Acres
 of Meadow, 60 Acres of Pasture, 10 Acres
 of Wood, and Common of Pasture for all
 Cattle, with the Appurtenances in *Chesham,*
Ashley Green, and Hitchenden. And unless, &c.

Concord.

' And the Agreement is such, that is to say,
 ' that the said Sir William, and Dame *Letitia,*
 ' and *Charles* and *Agneta,* have acknowledged
 ' the Tenements and Commons aforesaid,
 ' with the Appurtenances, to be the Right of
 ' the said *John,* as those which the said *John*
 ' hath of the Gift of the said Sir William and
 ' Dame *Letitia,* and *Charles* and *Agneta,* and
 ' those they have remised and quit-claimed
 ' from them the said Sir William and Dame
 ' *Letitia,* and *Charles* and *Agneta,* and their
 ' Heirs, to the aforesaid *John* and his Heirs
 ' for ever. And further, the said Sir William
 ' and Dame *Letitia* have granted for them-
 ' selves and their Heirs, that they will war-
 ' rant to the said *John* and his Heirs the Te-
 ' nements

Warranty.

‘ nements and Commons aforesaid, with the
 ‘ Appurtenances against them the said Sir
 ‘ William and Dame Letitia, and the Heirs of
 ‘ the said Letitia for ever. And moreover, the Warranty.
 ‘ said Charles and Agneta have granted for
 ‘ themselves and their Heirs, that they will
 ‘ warrant to the said John and his Heirs the
 ‘ Tenements and Commons aforesaid, with
 ‘ the Appurtenances, against them the said
 ‘ Charles and Agneta, and the Heirs of the
 ‘ said Agneta for ever. And for this, &c.

W. Beauchamp Proffor.

L. Beauchamp Proffor.

*Taken and acknowledged
 the 22d Day of March, in
 the Year of our Lord 1766,
 before George Wilson.*

C. Yorke.

A. Yorke.

Examples

Examples of *Præcipes*.*A Præcipe for Messuages, Land, and Common of Pasture.*

‘ *Command A. B. that justly, &c. he perform to C. D. the Covenant made between them of three Messuages, &c. with the Appurtenances in D. and T. and of Common of Pasture for all and all Manner of Cattle, and of Pasture for four Hundred Sheep, with the Appurtenances, in D. in the Parish of C. And unless, &c.*

Præcipe for a Messuage, Curtilage, Garden, Rent, Foldage and Sheep Walk,

Middlesex, ‘ Command A. B. that justly, &c. to wit, ‘ he perform to C. D. the Covenant made between them of one Messuage, one Curtilage, one Garden, &c. and five Pounds Rent, with the Appurtenances, in T. as also of Liberty of one Foldage, and of a Sheep Walk, with the Appurtenances, in T. And unless, &c.

Præcipe

Præcipe of Wood and Liberty of Foldage.

Essex, to wit, ' Command A. B. that justly,
Ec. he perform to C. D.
' the Covenant made between them of one
' hundred Acres of Wood, with the Appur-
' tenances, in N. and of the Liberty of Fold-
' age for forty Sheep, with the Appurtena-
' ces, in S. And unless,' Ec.



Præcipe of two Parts in three of eight
Acres of Land, forty Acres of Pasture,
forty Acres of Reed, ten Acres of fresh
Marsh, and ten Acres of salt Marsh.

Kent, to wit, ' Command A. B. that justly,
Ec. he perform to C. D.
' the Covenant made between them of two
' Parts in three Parts to be divided of eight
' Acres of Land, forty Acres of Pasture, for-
' ty Acres of Reed, ten Acres of fresh Marsh,
' and ten Acres of salt Marsh, with the Ap-
' purtenances, in D. And unless,' Ec.

Præcipe of a Parsonage impropriate, and
of the Moiety of the Tithes.

Sussex, to wit, ' Command A. B. that justly,
Ec. he perform to C. D.
' the Covenant made between them of the
N Rectory

‘ Rectory impropriate of *H.* with the Appur-
 ‘ tenances, and of the Moiety of all Tithes,
 ‘ Grain, Corn, Sheafs of Corn and Hay of
 ‘ the Lands called the *B.* Lands, with the
 ‘ Appurtenances, in *H.* aforesaid, &c. And
 ‘ unless,’ &c.

*P.æcipe of a Manor, Rent, and free
 Foldage of Sheep.*

Devon, ‘ *C*ommand *A. B.* that justly, &c. he
 to wit, ‘ perform to *C. D.* the Covenant
 ‘ made between them of the Manor of, &c.
 ‘ and of ten Shillings Rent, and of the Li-
 ‘ berty of Foldage of Sheep, with the Ap-
 ‘ purtenances, in *R.* and of the Hundred of
 ‘ *L.* And unless,’ &c.

*Præcipe of the third Part of four Mes-
 suages, four Cottages, one Mill, Gar-
 dens, Orchard, Lond, Meadow, Pa-
 sture, Moor, Turbary, and Rent, the
 third Part of the View of Frankpledge,
 of Goods and Chattels waived, of Felons
 Fugitive, put in Exigent, Felons de se,
 Deodands, Treasure, and of the third
 Part of a Parsonage.*

Norfolk, ‘ *C*ommand *W. S.* Esq; that justly,
 to wit, ‘ &c. he perform to Sir *T. R.*
 ‘ Knt. the Covenant made between them of
 ‘ the third Part of four Messuages, four Cot-
 ‘ tages,

' tages, one Mill, ten Gardens, ten Orchards,
' two Hundred Acres of Land, two Hun-
' dred Acres of Meadow, two Hundred A-
' cres of Pasture, thirty Acres of Moor, thir-
' ty Acres of Turbary, and five Shillings
' Rent, with the Appurtenances, in *A. B.*
' *C. D.* and of the third Part of a View of
' Frankpledge, of Goods and Chattels wai-
' ved, of Felons Fugitive, outlawed, put in
' *Exigent*, Felons of themselvesi Deodands,
' Treasure found, and Estrays, with the Ap-
' purtenances, in *M. &c.* and of the third
' Part of the Rectory of the Church of *K.*
' with the Appurtenances,' &c.

A Præcipe of Tithes.

Leicestershire, ' *Command* Sir *T. N.* Knt. that
to wit, ' justly, &c. he perform to
' *T. P.* the Covenant made between them of
' the Tithes of Grain, Hay, Wool and Lambs,
' and of all other Tithes, in *M.* And unless,
&c.

A Præcipe of a Stable amongst other Things.

Middlesex, ' *Command* *George Wright* and *E-*
to wit, ' *lizabeth* his Wife, that just-
' ly, &c. they perform to *Robert Horsey* the
' Covenant made between them of two Mes-
' suages, three Stables and two Gardens,
' with the Appurtenances, in the Parish of
' *St. Giles in the Fields.* And unless,' &c.

A Præcipe of a Rent issuing out of a Rectory.

London, ‘ *Command* E. D. Widow, and J.
to wit, ‘ *B. and E. his Wife, that justly,*
 ‘ *Et c.* they perform to W. B. the Covenant
 ‘ made between them of the yearly Rent of
 ‘ twenty and two Pounds issuing out of the
 ‘ Rectory of the Parish of *St. Botolph without*
 ‘ *Aldgate*, with the Appurtenances. And un-
 ‘ less,’ *Et c.*

‘ *And the Agreement is such, to wit, That*
 ‘ the aforesaid E. J. and E. have acknow-
 ‘ ledged the aforesaid Rent,’ *Et c.*

Another of the same.

Lincolnshire, ‘ *Command* A. B. that justly,
to wit, ‘ *Et c.* he perform to J. C.
 ‘ the Covenant made between them of the
 ‘ yearly Rent of 6 l. 12 s. 8 d. issuing out of
 ‘ the Rectory of *Horseston*, with the Appur-
 ‘ tenances. And unless,’ *Et c.*

A Præcipe of a Rent issuing out of divers Manors.

Somersetshire, ‘ *Command* H. S. that justly,
to wit, ‘ *Et c.* he perform to J. C.
 ‘ the Covenant made between them of the
 ‘ yearly

' yearly Rent of 13 l. 19 s. 8 d. issuing out of
' the Manors of *Walton, Chodder, and Sto-*
' *vey*, with the Appurtenances. And unless,
' &c.

*A Præcipe against the Father and Son,
Heir apparent of Manors, Messuages,
Cottages, Tofts, Barns, Water-mills,
a Wind-mill, Dovehouses, Gardens,
Orchards, Land, Meadow, Pasture,
Wood, Marsh, Furze and Heath, Alder,
Rush, Moor, Rent, a Mine of
Coals and Advowson.*

*Lincolnshire, ' Command T. M. Esq; and T.
to wit, ' M. Son and Heir apparent
' of the said T. that justly, &c. they perform
' to F. F. and N. R. the Covenant made be-
' tween them of the Manors of T. S. and H.
' near N. upon Trent, and of forty Messua-
' ges, twenty Cottages, forty Tofts, thirty
' Barns, two Water-mills, one Wind-mill,
' three Dovehouses, forty Gardens, forty
' Orchards, one thousand Acres of Land,
' one thousand Acres of Meadow, one thou-
' sand Acres of Pasture, five hundred Acres
' of Wood, one hundred Acres of Marsh,
' one hundred Acres of Furze and Heath,
' one hundred Acres of Alder, one hundred
' and ten Acres of Rush, five hundred Acres
' of Moor, four Pounds Rent, and the Rent
' of half a Pound of Pepper, with the Appur-
' tenances in T. &c. and also of a Mine of
N 3 ' Coals,*

‘ Coals, with the Appurtenances, in *T.* and
 ‘ *S.* as also of the Advowson of the Church of
 ‘ *T.* and *H.* And unless,’ &c.

A Pæcipe of Tithes.

Nottinghamshire, ‘ *Command D. E.* that just-
 to wit, ‘ ly, &c. he perform to
 ‘ *R. Y. Esq;* the Covenant made between
 ‘ them of the Tithes of Sheafs of Corn,
 ‘ Grain, and Hay, with the Appurtenances,
 ‘ in *R.* and *W.* and of the Tithes of Hay in
 ‘ *V.* as also of the Tithes of Wool, Lambs,
 ‘ Oblations, Obventions and Emoluments,
 ‘ and of all other Tithes whatsoever coming,
 ‘ growing and renewing in *W.* aforesaid.
 ‘ And unless,’ &c.

A Pæcipe of Manors, Messuages, Cottages, Mill, Dovehouse, Gardens, Orchard, Land, Meadow, Pasture, Wood, Furze and Heath, Moor, Land covered with Water, Rent, and Common of Pasture.

Staffordshire, ‘ *Command F. B. Esq;* that
 to wit, ‘ justly, &c. he perform to
 ‘ *J. M. Gent.* the Covenant made between
 ‘ them of the Manors of *B.* and *D.* with the
 ‘ Appurtenances, and of thirty Messuages,
 ‘ ten Cottages, one Water-mill, two Dove-
 ‘ houses, thirty Gardens, thirty Orchards,
 ‘ two thousand Acres of Land, two hundred
 ‘ Acres

Acres of Meadow, five hundred Acres of
Pasture, three hundred Acres of Wood,
one thousand Acres of Furze and Heath,
one thousand Acres of Moor, ten Acres of
Land covered with Water, sixty Shillings
Rent, and Common of Pasture for all Cat-
tle, with the Appurtenances, in *Biddulph*
Overton, *Over Biddulph*, *Nether Biddulph*,
Rushton, *Rushton Grange*, *Stoke* and *Busben*.
And unless, &c.

And the Agreement is such, to wit, That
the aforesaid *F.* hath acknowledged the a-
foresaid Manors, Tenements, Rent, and
Common of Pasture, with the Appurte-
nances, to be the Right, &c.

*A Præcipe of Manors, Messuages, Tofts,
a Mill, Dovehouses, Gardens, Land,
Meadow, Pasture, Wood, Furze and
Heath, and of a Rectory and Advowson.*

Lincolnshire, 'Command Sir *J. L. Knt.* and
to wit, ' *W. L. Esq;* that justly, &c.
' they perform to *G. L. Gent.* the Covenant
' made between them of the Manors of *H.*
' otherwise, &c. and *S.* with the Appurte-
' nances, and of seventy and nine Messuages,
' three Tofts, one Wind mill, eleven Dove-
' houses, ninety Gardens, two thousand five
' hundred and forty Acres of Land, six hun-
' dred Acres of Meadow, one thousand and
' sixty Acres of Pasture, three hundred and
N 4 ' fifty

' fifty Acres of Wood, and one hundred
 ' Acres of Furze and Heath, with the Ap-
 ' purtenances. in *Honnington*, otherwise *Hun-*
 ' *nington*, *Somerby*, *Coningham*, *Springborne*,
 ' *Gainsborough* otherwise *Gainsburgh*, *Wheat-*
 ' *bargh* otherwise *Wheatburgh*, and *Great Co-*
 ' *ningham*, and also the Rectory of *Honning-*
 ' *ton* otherwise *Hunnington*, with the Appur-
 ' tenances, as also the Advowson of the Vi-
 ' carage of the Church of *Honnington* other-
 ' wise *Hunnington*. And unless,' &c.

' And the Agreement is such, to wit, That
 ' the aforesaid *J.* and *W.* have acknowledged
 ' the aforesaid Manors, Tenements and Rec-
 ' tory, with the Appurtenances and Advow-
 ' son aforesaid, to be the Right,' &c.

Fines Sur Dona, Grant &
Render.

A Fine * Sur Done, with Grant et Render ^{† i. e. Upon a}
in Tail, with Remainders over. ^{Gift with a}
^{Grant and}
^{Render.}

Cornwal, 'Command M. K. that justly, &c. ^{Præcipe.}
to wit, 'he perform to J. W. the Cove-
'nant made between them of one Messuage
'and twenty Acres of Land, with the Ap-
'purtenances, in S. And unless, &c.

'And the Agreement is such, to wit, Concord.
'That the aforesaid M. hath acknowledged
'the aforesaid Tenements, with the Ap-
'purtenances, to be the Right of him the
'said J. as those which the said J. hath of
'the Gift of the aforesaid M. And those he ^{The Done.}
'hath remised and quit-claimed from him-
'self the said M. and his Heirs to the afore-
'said J. and his Heirs for ever. And moreover ^{Warranty.}
'the said M. hath granted for himself and his
'Heirs, that he will warrant the aforesaid
'Tenements, with the Appurtenances, to the
'said J. and his Heirs, against himself the
'said M. and his Heirs for ever. And for
'this Acknowledgment, Remise, Quit-claim,
'Warranty, Fine and Agreement, the said ^{Grant and}
'J. hath granted to the said M. the aforesaid ^{Render to the}
'Tenements, with the Appurtenances, and ^{Coausor in}
'those ^{Tail Special.}

Remainders
over.

‘ those he hath rendered to him in the same
‘ Court; To have and to hold the said Te-
‘ nements, with the Appurtenances, to the
‘ said M. and the Heirs which the said
‘ M. shall beget on the Body of L. his now
‘ Wife; And if it shall happen that the said
‘ M. shall die without Heirs begotten by him
‘ on the Body of the said L. Then after the
‘ Decease of the said M. the aforesaid Tene-
‘ ments, with the Appurtenances, entirely to
‘ remain to the said L. during her Life. And
‘ after the Decease of the said L. the aforesaid
‘ Tenements, with the Appurtenances, en-
‘ tirely to remain to the right Heirs of the
‘ said J.’

Taken and acknowledged, &c.

*A Fine from two Conufors to two Conu-
sees, Sur Done, with a Grant and
Render back for Years, reserving Rent,
&c.*

Præcipe.

Lincolnshire, ‘ Command J. P. and S. C.
‘ to wit, ‘ C that justly, &c. they per-
‘ form to W. N. and E. P. the Covenant
‘ made between them of (*naming the Parcels*).
‘ And unless,’ &c.

Concord.

‘ And the Agreement is such, to wit, That
‘ the aforesaid J. and S. have acknowledged
‘ the aforesaid Tenements, with the Appur-
‘ tenances, to be the Right of him the said
‘ W. and as those which the aforesaid W. and
‘ E.

E. have of the Gift of the aforesaid J. and The Gift.
 S. And those they have remised and quit-
 claimed from themselves the said J. and S.
 and the Heirs of the said J. to the aforesaid
 W. and E. and the Heirs of the said W. for
 ever. And moreover the said J. and S. have
 granted for themselves and the Heirs of the
 said J. that they will warrant to the afore-
 said W. and E. and the Heirs of the said W.
 the aforesaid Tenements, with the Appur-
 tenances, against them the said J. and S.
 and the Heirs of the said J. for ever.
 And for this Acknowledgment, Remise,
 Quit-claim, Warranty, Fine and Agree-
 ment, the said W. and E. have granted to The Grant &
 the aforesaid J. the aforesaid Tenements, Reader.
 with the Appurtenances, and those they
 have rendered to him in the same Court; To Habendum
 have and to hold the aforesaid Tenements, for Years.
 with the Appurtenances, to the aforesaid J.
 and his Assigns, from the Feast of St. Mi-
 chael the Archangel last past, unto the End
 and Term of one and twenty Years from
 thence next ensuing and fully to be complete
 and ended, rendering therefore yearly during Rendering
 the aforesaid Term to the said W. and his Rent.
 Heirs the Sum of twenty Pounds of lawful
 Money of Great Britain, to be paid at the
 Feast of the Annunciation of the Blessed
 Mary, and the Feast of St. Michael the
 Archangel, by equal and even Portions;
 and if the said Rent shall happen to be in
 Arrear in Part or in the Whole unpaid after And if in Ar-
 any of the said Feasts, then it shall be law- rear to distrain
 ful for the said W. and his Heirs to enter
 into

‘ into the aforesaid Tenements, with the
 ‘ Appurtenances, and distrain, and the Di-
 ‘ stresses there taken to lead, drive, and carry
 ‘ away, and to retain, until they shall be
 ‘ fully paid and satisfied for the said Rent and
 ‘ the Arrearages thereof.’

Taken and acknowledged, &c.

*A Fine by two Conusors to one Conussee,
 Sur Done, with a Grant and Render
 back to one Conusor for a Term of Years,
 Reserving Rent, and the Reversion and
 Rent to the other Conusor.*

Præcipe.

*Essex, to wit, ‘ Command T. B. and A. S.
 ‘ that justly, &c. they per-
 ‘ form to J. B. the Covenant made between
 ‘ them of (naming the Parcels). And unless,
 ‘ &c.*

Concord.

*‘ And the Agreement is such, to wit, That
 ‘ the aforesaid T. and A. have acknowledged
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, to be the Right of him the said J.
 ‘ as those which the said J. hath of the Gift
 ‘ of the said T. and A. And those they have
 ‘ remised and quit-claimed from themselves
 ‘ the said T. and A. and the Heirs of the said
 ‘ T. to the said J. and his Heirs for ever.
 ‘ And moreover the said T. and A. have grant-
 ‘ ed for themselves and the Heirs of the said
 ‘ T. that they will warrant the aforesaid Te-*

The Gift.

‘ nements,

nements, with the Appurtenances, to the
 said J. and his Heirs, against them the said
 T. and A. and the Heirs of the said T. for
 ever. And for this Acknowledgment, Re-
 mise, Release, Quit-claim, Warranty, Fine
 and Agreement, the aforesaid J. hath grant-
 ed to the said A. the aforesaid Tenements, The Conusee grants and renders to one Conusor for Years,
 with the Appurtenances, and those he hath
 rendered to him in the same Court; To have
 and to hold the aforesaid Tenements, with
 the Appurtenances, to the said A. and his
 Assigns, from the Feast of the Nativity of
 our Lord Christ now next ensuing, until the
 full End and Term of sixty-one Years from
 thence next ensuing and fully to be com-
 plete and ended, Rendering therefore yearly Reserving
 during the Term aforesaid to the said J. Rent;
 and his Heirs, the yearly Rent of twenty
 Pounds of lawful Money of *Great Britain*,
 at the Feasts of the Nativity of *St. John the*
Baptist, and the Nativity of our *Lord Christ*,
 by equal Portions, to be paid during the
 Term aforesaid: And if it shall happen that And if in Ar-
 the said yearly Rent of twenty Pounds shall rear to dis-
 be in Arrear and unpaid in Part or in the train.
 Whole after any of the Feasts aforesaid by
 the Space of twenty Days, that then it shall
 and may be lawful for the said J. and his
 Heirs into the Tenements aforesaid to enter
 and distrain, and the Distresses so there ta-
 ken to lead, drive, carry away and detain, And further, the Conusee grants and renders the Reversion to the other Conusor in Fee.
 until he shall be fully satisfied the said year-
 ly Rent and all Arrearages thereof. And
 further, the said J. hath granted to the said
 T. and his Heirs as well the Reversion of
 the

' the aforesaid Premises, with the Appurte-
 - nances, as the aforesaid Rent of twenty
 ' Pounds thereupon reserved, and those he
 ' hath rendered to him in the same Court;
 ' To have, hold and perceive the aforesaid
 ' Reversion of the aforesaid Tenements,
 ' with the Appurtenances and the Rent
 ' aforesaid, to the said T. and his Heirs for
 ever.

Taken and acknowledged, &c.

*A Fine from two Conusors and the Wife
 of one of them to two Conusees, Sur
 Done, with Grant and Reind'r to one
 Conusor for Years, reserving Rent with
 a Nomine p'ccæ and Distress, Remain-
 der to th' other Conusor and his Wife,
 and the Heirs of the Husband, Remain-
 der to the right Heirs of a Stranger.*

Præcipe.

*Middlesex, ' Command E. P. Esq; and M.
 to wit, ' his Wife, and R. B. that
 ' justly, &c. they perform to J. R. and T. S.
 ' the Covenant made between them of one
 ' Messuage, &c. And unless, &c.*

Concord.

' And the Agreement is such, to wit, That
 ' the aforesaid E. P. and M. and R. B.
 ' have acknowledged the aforesaid Tene-
 ' ments, with the Appurtenances, to be the
 ' Right of him the said J. as those which
 ' the said J. and T. have of the Gift of the
 ' aforesaid E. M. and R. and those they have
 ' remised

The Gift.

remised and quit-claimed from themselves
 the said *E. M.* and *R.* and their Heirs
 to the said *J.* and *T.* and the Heirs of the
 said *J.* for ever. *And moreover* the said *E.* and *M.* have granted for themselves and the Heirs of the said *E.* that they will warrant to the aforesaid *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against them the said *E.* and *M.* and the Heirs of the said *E.* for ever. *And further*, the said *E.* and *M.* have granted for themselves and the Heirs of the said *M.* that they will warrant to the aforesaid *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against them the said *E.* and *M.* and the Heirs of the said *M.* for ever. *And also* the said *R.* hath granted for himself and his Heirs, that he will warrant to the said *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against him the said *R.* and his Heirs for ever. *And for this Acknowledgment, Remise, Quit-claim, Warranty, Fine, and Agreement*, the said *J.* and *T.* have granted to the aforesaid *R.* the Tenements aforesaid, with the Appurtenances, and those they have rendered to him in the same Court; *To have and to hold* the said Tenements, with the Appurtenances, to the said *R.* from the Feast of *St. Michael* last past for the Term of one and thirty Years from thence next ensuing and fully to be complete and ended, *Rendering* therefore yearly to the aforesaid *J.* and *T.* and the Heirs of

Warranty against the Heirs of the Husband.

The like against the Heirs of the Wife.

Warranty.

The Conusees Grant & Render to one Conusor for Years, 2

Reserving Rent.

the

Nomine Po-
næ, and Di-
stres.

And further,
the Conusees
Grant & Ren-
der to the o-
ther Conuſor
and his Wife,
and to the
Heirs of the
Body of the
Husband; the
Remainder in
Fee to a
Stranger not
named in the
Fine.

the ſaid J. twenty Pounds of lawful Money
of Great Britain; at the Feaſt of the Annun-
ciation of the Bleſſed Virgin Mary, and of
St. Michael the Archangel, by equal Por-
tions, to be paid yearly during the Term
aforeſaid: And if it ſhall happen that the
ſaid Rent of twenty Pounds, or any Part
thereof, ſhall be in Arrear in Part or in the
Whole after any of the aforeſaid Feaſts on
which it ought to be paid as aforeſaid, un-
paid by the Space of forty Days, that then
the aforeſaid R. ſhall forfeit to the aforeſaid
J. and T. and the Heirs of the ſaid J. five
Pounds in the Name of a Penalty; And
then and ſo often it ſhall be lawful to the
ſaid J. and T. and the Heirs of the ſaid J.
into the aforeſaid Tenements with the Ap-
purtenances, to enter and diſtrain, and the
Diſtreſſes ſo there taken and had to lead,
drive, carry away and detain, until as well
of the aforeſaid twenty Pounds, as of the
ſaid five Pounds in the Name of a Penalty
as aforeſaid forfeited, with all Arrears (if
any ſhall be) they ſhall be fully ſatisfied and
paid. And further, the ſaid J. and T. have
granted to the aforeſaid E. and M. the afore-
ſaid Tenements, with the Appurtenances,
and the aforeſaid twenty Pounds thereupon
reſerved, and the aforeſaid Sum of five
Pounds in the Name of a Penalty, and
 thoſe they have rendered to them in the
 ſame Court; To have and to hold the ſaid
 Tenements, with the Appurtenances, and
 the ſaid twenty Pounds reſerved, to the ſaid
 E. and M. and the Heirs of the Body of the
 ſaid

‘ said *E.* lawfully begotten; And for Default
‘ of such Issue, the Remainder to *W. W.* and
‘ his Heirs for ever.’

Taken and acknowledged, &c.

A Fine by three Conufors to two Conusees, with Grant and Render to one of the Conufors in Tail, and a Remainder in Tail to a Stranger, Reversion to the Conusees and the Heirs of one of them, of a Manor, Messuages, Cottages, Dovehouse, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and Rent.

Essex, to wit, ‘ Command A. B. Esq; C. D. Præcipe.
‘ Esq; and E. F. Esq; that
‘ justly, &c. they perform to G. H. and J.
‘ K. the Covenant made between them of
‘ the Manor of S. with the Appurtenances,
‘ and of fifty Messuages, ten Cottages, one
‘ Dovehouse, sixty Gardens, sixty Orchards,
‘ five Hundred Acres of Land, four Hun-
‘ dred Acres of Meadow, one Hundred Acres
‘ of Pasture, one Hundred Acres of Wood,
‘ two Hundred Acres of Furze and Heath,
‘ and ten Pounds Rent, with the Appurte-
‘ ances, in S. And unless, &c.

‘ And the Agreement is such, to wit, That Concord.
‘ the aforesaid A. C. and E. have acknow-
‘ ledged the aforesaid Manor, Tenements,
‘ and Rent, with the Appurtenances, to be
‘ the Right of the said G. as those which the
‘ said

- The Done.** ‘ said *G.* and *J.* have of the Gift of the said
‘ *A. C.* and *E.* and those they have remised
‘ and quit-claimed from themselves the said
‘ *A. C.* and *E.* and their Heirs to the said *G.*
‘ and *J.* and the Heirs of the said *G.* for ever.
- Warranty a-** ‘ *And moreover* the said *A.* has granted for
gainst all Men ‘ himself and his Heirs that he will warrant to
by one Conu- ‘ the aforesaid *G.* and *J.* and the Heirs of the
for. ‘ said *G.* the aforesaid Manor, Tenements,
‘ and Rent, with the Appurtenances, against
- The like by** ‘ all Men for ever. *And further,* the said *C.*
another. ‘ has granted for himself and his Heirs,
‘ that he will warrant to the aforesaid *G.*
‘ and *J.* and the Heirs of the said *G.* the
‘ aforesaid Manor, Tenements, and Rent,
‘ with the Appurtenances, against all Men
- The like by** ‘ for ever. *And also* the aforesaid *E.* has
the other. ‘ granted for himself and his Heirs, that he
‘ will warrant to the aforesaid *G.* and *J.* and
‘ the Heirs of the said *G.* the aforesaid Manor,
‘ Tenements, and Rent, with the Appurte-
‘ nances, against all Men for ever. *And for*
‘ this Acknowledgment, Remise, Quit-claim,
‘ Warranty, Fine and Agreement, the said
- Grant et Ren-** ‘ *G.* and *J.* have granted to the aforesaid *E.*
der to one of ‘ the aforesaid Manor, Tenements and Rent,
the Conusors ‘ with the Appurtenances, and those they
in Tail male. ‘ have rendered to him in the same Court;
‘ *To have and to bold* the said Manor,
‘ Tenements and Rent, with the Appur-
‘ tenances, to the said *E.* and the Heirs
- Remainder in** ‘ Male of his Body lawfully begotten; *And*
Tail-mail to a ‘ if it shall happen that the said *E.* shall die
Stranger not ‘ without Heirs Male of his Body lawfully be-
named in the ‘ gotten,
Fine.

‘ gotten, then after the Decease of the said *E.*
 ‘ the aforesaid Manor, Tenements and Rent,
 ‘ with the Appurtenances, shall entirely re-
 ‘ main to *M. F.* Brother of the said *E.* and
 ‘ the Heirs Male of the Body of the said *M.*
 ‘ lawfully begotten; And if it shall happen
 ‘ that the said *M.* shall die without Heirs Reversion to
 ‘ Male of his Body lawfully begotten, then the Conusees
 ‘ after the Decease of the said *M.* the afore- and the Heirs
 ‘ said Manor, Tenements and Rent, with the of one of
 ‘ Appurtenances, shall entirely revert to the them.
 ‘ aforesaid *G.* and *J.* and the Heirs of the said
 ‘ *G.* for ever, quit of all other Heirs of the
 ‘ said *E.* and *M.*’

Taken and acknowledged, &c.

*From three to two, with a Grant and
 Render of Rent, with Forfeiture No-
 mine pœnæ and a Distress to the second
 Conusor in Tail, Remainder to the first
 Conusor in Tail, Remainder to the right
 Heirs of the second in Fee, and a Grant
 and Render of Lands to the third Conu-
 sor in Fee, of Manors, Messuages, Gar-
 dens, Orchards, Land, Pasture, and
 Rent.*

*Kent, to wit, ‘ Command A. B. Esq; C. Præcipe.
 ‘ D. Esq; and E. F. Gent.
 ‘ that justly, &c. they perform to G. H.
 ‘ Esq; and J. K. the Covenant made between
 ‘ them of the Manors of L. and M. with
 O 2 ‘ the*

‘ the Appurtenances, and of six Messuages,
 ‘ six Gardens, six Orchards, two Hundred
 ‘ Acres of Land, and four Hundred Acres of
 ‘ Pasture, and of the Rent of two Hundred
 ‘ Marks, with the Appurtenances, in L. and
 ‘ M. And unless,’ &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid A. C. and E. have acknowledg-
 ‘ ed the aforesaid Manors, Tenements and
 ‘ Rent, with the Appurtenances, to be the
 ‘ Right of him the aforesaid G. as those which

The Done,

‘ the said G. and J. have of the Gift of the a-
 ‘ fforesaid A. C. and E. and those they have
 ‘ remised and quit-claimed from themselves
 ‘ the said A. C. and E. and their Heirs, to the
 ‘ aforesaid G. and J. and the Heirs of the said

1. Warranty.

‘ G. for ever. *And moreover* the aforesaid A.
 ‘ has granted for himself and his Heirs, that
 ‘ he will warrant to the aforesaid G. and J.
 ‘ and the Heirs of the said G. the aforesaid
 ‘ Manors, Tenements, and Rent, with the
 ‘ Appurtenances, against him the aforesaid A.

2. Warranty.

‘ and his Heirs for ever. *And further*, the a-
 ‘ fforesaid C. hath granted for himself and his
 ‘ heirs, that he will warrant to the aforesaid
 ‘ G. and J. and the Heirs of the said G. the
 ‘ aforesaid Manors, Tenements and Rent,
 ‘ with the Appurtenances, against himself the

3. Warranty.

‘ said C. and his Heirs for ever; *And also* the
 ‘ aforesaid E. hath granted for himself and his
 ‘ Heirs, that he will warrant to the aforesaid
 ‘ G. and J. and the Heirs of the said G. the
 ‘ aforesaid Manors, Tenements, and Rent,

‘ with

' with the Appurtenances, against himself the
 ' said *E.* and his Heirs for ever. *And* for Grant & Ren-
 ' this Acknowledgment, Remise, Quit-claim, der of a Rent
 ' Warranty, Fine and Agreement, the afore- in Tail to the
 ' said *G.* and *J.* have granted to the aforesaid 2d Conusee,
 ' *C.* a certain yearly Rent of two Hundred
 ' Pounds of lawful Money of *Great Britain*,
 ' issuing out of and from the aforesaid Ma-
 ' nors and Tenements, with the Appurte-
 ' nances, and the same they have rendered to
 ' him in the said Court; *To hold* and receive
 ' the said yearly Rent of two Hundred Pounds
 ' to the said *C.* and the Heirs of his Body
 ' lawfully begotten, at the Feasts of *St. Mi-*
 ' *chael* the Archangel, and the *Annunciation*
 ' of the Blessed Virgin *Mary*, by equal Por-
 ' tions yearly, to be paid at the South Gate
 ' of the *Royal Exchange* in *London*, if demand-
 ' ed: *And* if it shall happen that the said
 ' yearly Rent of Two Hundred Pounds, or any Forfeiture
 ' Part thereof, shall be in Arrear in Parr, or ne, Nomine Pec-
 ' in the Whole, after any of the said Feasts on
 ' which it ought to be paid as aforesaid, un-
 ' paid by the space of one Month, if demand-
 ' ed at the South Gate of the *Royal Exchange*
 ' in *London*, that then and so often the said *G.*
 ' and *J.* and the Heirs of the said *G.* shall
 ' forfeit to the said *C.* and the Heirs of his
 ' Body lawfully begotten, six Pounds thirteen
 ' Shillings and Four-pence, by the Name of
 ' a Penalty, for every Month in which the
 ' said yearly Rent of two Hundred Pounds,
 ' or any Part thereof, shall happen to be in
 ' Arrear; *And* that then and so often it shall Distress.
 ' be lawful for the said *C.* and the Heirs of

Remainder of
the Rent in
Tax to the
first Conusor.

Forfeiture
Nomine
pœnæ.

his Body lawfully begotten, into the afore-
said Manor and Tenements, with the Ap-
purtenances, to enter and distrain, and the
Distresses so there had and taken lawfully
to lead, drive, carry away and to keep,
until they shall be fully satisfied and paid as
well the said yearly Rent of two Hundred
Pounds, as the aforesaid six Pounds thirteen
Shillings and Four-pence, forfeited as afore-
said by the Name of a Penalty, with all
Arrearages of them, if any shall be. *Also*
the aforesaid G. and J. have granted to the
aforesaid A. a certain yearly Rent of two
Hundred Pounds, of lawful Money of
Great Britain, issuing out of and from the
aforesaid Manors and Tenements, with the
Appurtenances; and the same they have
rendered to him in the same Court, *To hold*
and receive the aforesaid yearly Rent of
two Hundred Pounds after the Decease of
the said C. without Heirs of his Body law-
fully begotten, at the Feasts of *St. Michael*
the Archangel and the *Annunciation* of the
Blessed Virgin *Mary*, by equal Portions
yearly, to be paid at the South Gate, of the
Royal Exchange in *London*, if demanded;
the first Payment to begin and be made at
such of the said Feasts as shall happen next
after the Death of the said C. without
Heirs of his Body lawfully begotten: *And*
if it shall happen that the said yearly Rent
of two Hundred Pounds, after the Death
of the aforesaid C. without Heirs of his
Body lawfully begotten, shall be in Arrear
in Part or in the Whole after any of the
said

' said Feasts on which it ought to be paid as
 ' aforefaid, unpaid by the Space of one
 ' Month, if demanded at the South Gate of
 ' the *Royal Exchange* in *London*, that then and
 ' so often the aforefaid G. and J. and the
 ' Heirs of the said C. after the Death of the
 ' said C. without Heirs of his Body lawfully
 ' begotten, shall forfeit to the said A. and the
 ' Heirs of his Body lawfully begotten, six
 ' Pounds thirteen Shillings and Four pence,
 ' by the Name of a Penalty, for every Month
 ' in which the said yearly Rent of two Hun-
 ' dred Pounds, or any Part thereof, shall
 ' happen to be in Arrear; *And* that then and Distress.
 ' so often it shall be lawful for the aforefaid
 ' A. and the Heirs of his Body lawfully be-
 ' gotten, after the Death of the said C. with-
 ' out Heirs of his Body lawfully begotten,
 ' into the aforefaid Manors and Tenements,
 ' with the Appurtenances, to enter and dis-
 ' train, and the Distresses so there had and
 ' taken lawfully to lead, drive, carry away
 ' and keep, until they shall be fully paid and
 ' satisfied as well the said yearly Rent of two
 ' Hundred Pounds, as the said six Pounds
 ' thirteen Shillings and Four-pence as afore-
 ' said, forfeited by the Name of a Penalty,
 ' with all Arrearages of them, if any shall be.
 ' *And* if it shall happen that the aforefaid A. Remainder of
 ' shall die without Heirs of his Body law- the Rent in
 ' fully begotten, then after the Decease of Fee to the 2d
 ' the said A. the said yearly Rent of two Conusor.
 ' Hundred Pounds shall entirely remain to
 ' the right Heirs of the aforefaid C. for ever,
 ' to be paid yearly at the said Feasts as afore-

Forfeiture
Nomine pœ-
næ.

Distress.

Grant and
Render of the
Lands in Fee.

‘ said : *And* if it shall happen that the said
‘ yearly Rent of two Hundred Pounds, or
‘ any Part thereof, shall be in Arrear in Part
‘ or in the Whole after any of the said Feasts
‘ on which the same ought to be paid as a-
‘ foresaid, unpaid by the Space of one Month,
‘ if demanded at the South Gate of the *Royal*
‘ *Exchange* in *London*, that then and so often
‘ the aforesaid G. and J. and the Heirs of the
‘ said G. after the Death of the aforesaid A.
‘ without Heirs of his Body lawfully begotten,
‘ shall forfeit to the right Heirs of the afore-
‘ said C. six Pounds thirteen Shillings and Four-
‘ pence, by the Name of a Penalty, for every
‘ Month in which the said yearly Rent of
‘ two Hundred Pounds, or any Part thereof,
‘ shall so be in Arrear ; *And* that then and so
‘ often it shall be lawful to the right Heirs
‘ of the aforesaid C. after the Death of the
‘ aforesaid A. without Heirs of his Body law-
‘ fully begotten, into the aforesaid Manors
‘ and Tenements, with the Appurtenances,
‘ to enter and distrain, and the Distresses so
‘ there taken and had to lead, drive, carry
‘ away and to keep, until they shall be
‘ fully paid and satisfied as well the said year-
‘ ly Rent of two Hundred Pounds, as the
‘ said six Pounds thirteen Shillings and Four-
‘ pence, so as aforesaid forfeited, by the
‘ Name of a Penalty, with all Arrearages, if
‘ any shall be. *Also* the aforesaid G. and J.
‘ have granted to the aforesaid E. the afore-
‘ said Manors, Tenements, and Rent of one
‘ Hundred Marks, with the Appurtenances,
‘ and those they have rendered to him in the
‘ said

‘ said Court; *To have and to hold* the said
 ‘ Manors, Tenements and Rent, with the
 ‘ Appurtenances to the said *E.* and his Heirs
 ‘ for ever.

Taken and acknowledged, &c.

*From three to two, with a Grant and
 Render of a Rent for Life, with a
 Clause of Distress, Grant and Render
 of the Premises in Tail, Remainder
 in Tail, Remainder in Fee, of a Ma-
 nor, Messuages, Mills, Gardens, Or-
 chards, Land, Meadow, Pasture,
 Furze and Heath, Moor, Rent, and
 Common of Pasture.*

Northamptonshire, ‘ *Command A. B. Widow, Præcipe.*
 to wit, ‘ *C. D. Esq; and E. F.*
 ‘ *Gent. that justly, &c. they perform to G.*
 ‘ *N. Esq; and J. K. Esq; the Covenant made*
 ‘ *between them of the Manor of L. with the*
 ‘ *Appurtenances, and of ten Messuages, two*
 ‘ *Mills, ten Gardens, ten Orchards, one*
 ‘ *Thousand and six Hundred Acres of Land,*
 ‘ *four Hundred Acres of Meadow, seven*
 ‘ *Hundred Acres of Pasture, one Hundred*
 ‘ *Acres of Furze and Heath, one Hundred*
 ‘ *Acres of Moor, twenty Pounds Rent, and*
 ‘ *Common of Pasture for all and all Manner*
 ‘ *of Cattle, with the Appurtenances, in M.*
 ‘ *And unless, &c.*

And

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A. C.* and *E.* have acknow-
 ‘ ledged the aforesaid Manor, Tenements,
 ‘ Rent, and Common of Pasture, with the
 ‘ Appurtenances, to be the Right of the
 ‘ aforesaid *G.* as those which the aforesaid
 ‘ *G.* and *J.* have of the Gift of the said *A. C.*
 ‘ and *E.* and those they have remised and
 ‘ quit-claimed from themselves the said *A. C.*
 ‘ and *E.* and their Heirs, to the aforesaid *G.*
 ‘ and *J.* and the Heirs of the said *G.* for
 ‘ ever. *And moreover* the aforesaid *A.* hath
 ‘ granted for herself and her Heirs, that she
 ‘ will warrant to the aforesaid *G.* and *J.* and
 ‘ the Heirs of the said *G.* the aforesaid Manor,
 ‘ Tenements’ Rent and Common of Pasture,
 ‘ with the Appurtenances, against her the
 ‘ aforesaid *A.* and her Heirs for ever. *And*
 ‘ *further*, the aforesaid *C.* hath granted for
 ‘ himself and his Heirs, that he will warrant
 ‘ to the aforesaid *G.* and *J.* and the Heirs of
 ‘ the said *G.* the aforesaid Manor, Tenements,
 ‘ Rent and Common of Pasture, with the
 ‘ Appurtenances, against him the aforesaid
 ‘ *C.* and his Heirs for ever. *And also* the
 ‘ aforesaid *E.* hath granted for himself and
 ‘ his Heirs, that he will warrant to the afore-
 ‘ said *G.* and *J.* and the Heirs of the said *G.*
 ‘ the aforesaid Manor, Tenements, Rent and
 ‘ Common of Pasture, with the Appurte-
 ‘ nances, against him the aforesaid *E.* and
 ‘ his Heirs for ever. *And for this Acknow-*
 ‘ *ledgment, Remise, Quit-claim, Warranty,*
 ‘ *Fine and Agreement,* the aforesaid *G.* and
 ‘ *J.*

1. Warranty.

2. Warranty.

3. Warranty.

Grant

' J. have granted to the aforesaid *A.* a cer-
 ' tain yearly Rent of two Hundred Pounds
 ' of lawful Money of *Great Britain*, issuing
 ' out of and from the aforesaid Manor, Te-
 ' nements and Common of Pasture, with the and Render of
 ' Appurtenances, and the same they have a yearly Rent
 ' rendered to her in the same Court; To to the first
 ' have and receive the aforesaid yearly Rent Conusor for
 ' of two Hundred Pounds to the said *A.* and her life.
 ' her Assigns during the Life of the said *A.*
 ' to be paid yearly at the Feasts of the *An-*
 ' nunciation of the Blessed *Mary* and *St. Mi-*
 ' chael the Archangel, by equal Portions;
 ' And if it shall happen that the said yearly Distress,
 ' Rent of two Hundred Pounds shall be in
 ' Arrear in Part or in the Whole, after any
 ' of the said Feasts on which it ought to be
 ' paid as aforesaid, unpaid by the Space of
 ' fourteen Days, that then it shall be lawful
 ' for the aforesaid *A.* and her Assigns, into
 ' the aforesaid Manor, Tenements and Com-
 ' mon of Pasture, with the Appurtenances,
 ' to enter and distrain, and the Distresses so
 ' there had and taken to lead, drive, carry
 ' away and to retain, until she shall be fully
 ' paid and satisfied the said yearly Rent, and
 ' all Arrearages thereof, if any shall be,
 ' Also the aforesaid *G.* and *J.* have granted Grant
 ' to the aforesaid *C.* the aforesaid Manor,
 ' Tenements, Rent and Common of Pasture,
 ' with the Appurtenances, and those they
 ' have rendered to him in the same Court; and Render of
 ' To have and to hold the Manor, Tenements, the Premises
 ' Rent and Common of Pasture, to the said in Tail to the
 ' *C.* and the Heirs-Male of his Body lawfully 2d Conusor,
 ' begotten;

Remainder in Tail to the 3d Conusor. ' begotten; *And* if it shall happen that the
 ' aforefaid C. shall die without Heirs-Male
 ' of his body lawfully begotten, then after
 ' the decease of the faid C. the faid Manor,
 ' Tenements, Rent and Common of Pa-
 ' sture, with the Appurtenances, shall entirely
 ' remain to the aforefaid E. and the Heirs-
 ' Male of his Body lawfully begotten; *And*
 ' if it shall happen that the aforefaid E. shall
 ' die without Heirs-Male of his Body law-
 ' fully begotten, then after the Decease of
 ' the aforefaid E. the aforefaid Manor, Te-
 ' nements, Rent and Common of Pasture,
 ' with the Appurtenances, shall entirely re-
 ' main to the right Heirs of the aforefaid A.
 ' for ever.'

Remainder in Fee to the 1st Conusor.

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Conu-
 see and his Wife, Grant and Render
 to the Conusors in special Tail, Remain-
 der to the Husband in general Tail,
 Remainder to the Wife Conusor in ge-
 neral Tail, Remainder in Fee to the
 right Heirs of the Husband, of Land,
 Meadow, Pasture and Wood,*

Præcipe.

*Essex, to wit, ' C*ommand A. B. Gent. and
 ' C. his Wife, that justly,
 ' &c. they perform to D. E. Gent. and F.
 ' his Wife, the Covenant made between
 ' them of four Hundred Acres of Land, one
 ' Hundred

‘ Hundred Acres of Meadow, two Hundred
 ‘ Acres of Pasture, and twenty Acres of
 ‘ Wood, with the Appurtenances, in G. H.
 ‘ and J. And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord.
 ‘ the aforesaid A. and C. have acknowledged
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, to be the Right of the aforesaid
 ‘ D. as those which the said D. and F. have
 ‘ of the Gift of the aforesaid A. and C. and
 ‘ those they have remised and quit-claimed
 ‘ from themselves the said A. and C. and their
 ‘ Heirs to the aforesaid D. and F. and the
 ‘ Heirs of the said D. for ever. *And moreover* Warranty for
 ‘ the aforesaid A. and C. have granted for the Heirs of
 ‘ themselves and the Heirs of the said C. that the Wife a-
 ‘ they will warrant to the aforesaid D. and F. gainst all
 ‘ and the Heirs of the said D. the aforesaid Men.
 ‘ Tenements, with the Appurtenances, a- Grant.
 ‘ gainst all Men for ever. *And for this*
 ‘ Acknowledgment, Remise, Quit-claim,
 ‘ Warranty, Fine and Agreement, the afore-
 ‘ said D. and F. have granted to the afore-
 ‘ said A. and C. the aforesaid Tenements,
 ‘ with the Appurtenances, and those they
 ‘ have rendered to them in the same Court; and Render to
 ‘ *To have and to hold* the said Tenements, Conufors in
 ‘ with the Appurtenances, to the aforesaid special Tail.
 ‘ A. and C. and the Heirs of the Bodies of
 ‘ the said A. and C. lawfully begotten: *And* Remainder to
 ‘ if it shall happen that the said A. and C. the Husband
 ‘ shall die without Heirs of their Bodies law- Conufor in
 ‘ fully begotten, then after the Deaths of Tail general.
 ‘ the said A. and C. the aforesaid Tenements,
 ‘ with

Remainder to
the Wife Co-
nufor in Tail
general.

Remainder in
Fee to the
right Heirs
of the Huf-
band.

‘ with the Appurtenances, shall entirely re-
‘ main to the Heirs of the Body of the faid
‘ *A.* lawfully begotten, And if the faid *A.*
‘ shall die without Ifue of his Body lawfully
‘ begotten, then the aforefaid Tenements,
‘ with the Appurtenances, shall entirely re-
‘ main to the Heirs of the Body of the
‘ faid *C.* lawfully begotten for ever: And if
‘ the faid *C.* shall die without ifue of her
‘ Body lawfully begotten, then the aforefaid
‘ Tenements, with the Appurtenances, shall
‘ entirely remain to the right Heirs of the faid
‘ *A.* for ever.’

Taken and acknowledged, &c.

*By one Conufor and his Wife to one Co-
nufee, Sur Done, with Grant and
Render to the Conufors for their
Lives, Remainder to J. B. their Son
in Tail, Remainder to the right Heirs
of the Husband, of a Manor, Meffua-
ges, Mills, Dovehoufes, Orchards,
Lands, Pasture, Rent, and Common
of Pasture.*

Præcipe.

Norfolk, ‘ *C*ommand *A. B. Gent.* and *C.*
‘ to wit, ‘ his Wife, that juftly, &c. they
‘ perform to *D. E. Gent.* the Covenant made
‘ between them of the Manor of *F.* with the
‘ Appurtenances, and of twenty Meffuages,
‘ two Mills, fix Dovehoufes, twenty Orch-
‘ ards, one Thoufand Acres of Land, and

‘ five

five Hundred Acres of Pasture, four Pounds
 Rent, and Common of Pasture for all
 Cattle, with the Appurtenances, in F. G.
 and H. And unless, &c.

And the Agreement is such, to wit, That the
 aforesaid A. and C. his Wife have acknowledged the afore-
 said Manor, Tenements, Rent, and Common of Pasture;
 with the Appurtenances, to be the Right of the
 afore said D. as those which the said D. hath of the Gift of the
 afore said A. and C. and those they have remised and quit-
 claimed from themselves the said A. and C. and their Heirs,
 to the afore said D. and his Heirs for ever. *And moreover* the
 said A. and C. have granted for themselves and the Heirs of the
 said A. that they will warrant to the afore said D. and his
 Heirs the afore said Manor, Tenements, Rent, and Common of
 Pasture, with the Appurtenances, against them the said A.
 and C. and the Heirs of the said A. for ever. *And for this*
 Acknowledgment, Remise, Quit-claim, Warranty, Fine and
 Agreement, the afore said D. hath granted to the afore said A.
 and C. his Wife the afore said Manor, Tenements, Rent and
 Common of Pasture, with the Appurtenances, and those he has
 rendered to them in the same Court; *To have and to hold* the
 said Manor, Tenements, Rent, and Common of Pasture, with
 the Appurtenances, to the afore said A. and C. from the Feast
 of St. Michael the Archangel last past, for
 and

Consu-
 fance de
 droit.

Come ceo, &c.

Warranty a-

gainst the
 Heirs of the
 Husband.

Grant

and Render to
 the Conusors
 for their
 Lives.

Remainder in
Tail to the
Son of the
Husband.

Remainder in
Fee to the
right Heirs of
the Husband.

‘ and during the Lives of the said *A.* and *C.*
 ‘ and the Life of the longer Liver of them,
 ‘ without Impeachment of Waste ; render-
 ‘ ing therefore yearly to the aforesaid *D.* and
 ‘ his Heirs, the Rent of one Pepper Corn,
 ‘ at the Feast aforesaid, to be paid yearly
 ‘ during the Lives of the said *A.* and *C.* and
 ‘ the Life of the longer Liver of them, if
 ‘ demanded : *And* after the Deaths of the
 ‘ aforesaid *A.* and *C.* the aforesaid Manor,
 ‘ Tenements, Rent, and Common of Pa-
 ‘ sture, with the Appurtenances, shall entirely
 ‘ remain to *J. B.* son of the said *A.* and the
 ‘ Heirs of the Body of the aforesaid *J.* be-
 ‘ gotten for ever ; *And* if the said *J.* shall
 ‘ die without Issue of his Body lawfully be-
 ‘ gotten, then the aforesaid Manor, Tene-
 ‘ ments, Rent, and Common of Pasture,
 ‘ with the Appurtenances, shall remain to the
 ‘ right Heirs of the aforesaid *A.* for ever.’

Taken and acknowledged, &c.

*A Fine Sur Conufance de droit tantum,
 passing a Reversion.*

Præcipe.

*Essex, to wit, ‘ C*ommand *E. S.* that justly,
 ‘ *&c.* he perform to *C. R.*
 ‘ the Covenant made between them of one
 ‘ Messuage, one Stable, and one Garden,
 ‘ with the Appurtenances, in *C.* And un-
 ‘ less, *&c.*

‘ *And*

And the Agreement is such, to wit, That Concord.
' the aforesaid *E.* hath *acknowledged* the a-
' foresaid Tenements, with the Appurtenan-
' ces, to be the *Right* of the said *C.* *And*
' he hath granted for himself and his Heirs,
' that the aforesaid Tenements, with the Ap-
' purtenances, which *W. R.* and *A.* his Wife
' hold for the Term of Life of the said *A.* of
' the Inheritance of the said *E.* on the Day
' on which this Agreement was made, and
' which after the Decease of him the said *A.*
' ought to revert to the said *E.* and his Heirs,
' shall after the Decease of the said *A.* en-
' tirely remain to the said *C.* and his Heirs
' for ever. *And* the aforesaid *E.* hath grant-
' ed for himself and his Heirs, that he will
' warrant to the said *C.* and his Heirs the
' aforesaid Tenements, with the Appurtenan-
' ces, in such Manner as is aforesaid, against
' him the said *E.* and his Heirs for ever.
' And for this,' &c.

Taken and acknowledged, &c.

A Fine Sur Conufance de droit tantum by Husband and Wife, Tenants for Life, of the Wife of a third Part of a Mefluage, which after her Death did belong to the Conufee and his Heirs, which is in the Nature of a Surrender to him in Reversion.

Præcipe.

Middlesex, ‘ Command Francis Brooman, and to wit, ‘ Elizabeth Brooman his Wife, ‘ that juſtly, &c. they perform to Robert ‘ Carter, the Covenant made between them ‘ of the third Part of one Mefluage, with ‘ the Appurtenances in St. John Street, in the ‘ Pariſh of St. Sepulcher without Newgate. ‘ And unleſs, &c.

Concordi.

‘ And the Agreement is ſuch, that is to ſay, ‘ That the ſaid Francis and Elizabeth have ‘ acknowledged the ſaid third Part, with the ‘ Appurtenances, to be the Right of the ſaid ‘ Robert; And have granted, that the ſaid ‘ third Part, with the Appurtenances (which ‘ ſaid third Part, the ſaid Francis and Elizabeth, at the Time of making the ſaid ‘ Agreement, held for the Life of the ſaid ‘ Elizabeth; and which after her death did ‘ then belong to the ſaid Robert and his ‘ Heirs) unto him the ſaid Robert. And

Conufance de droit tantum.

Warranty.

‘ moreover, the ſaid Francis and Elizabeth ‘ have granted for theſelves, that they will ‘ warrant the ſaid third Part, with the Appurtenances

'purtenances, to the said *Robert*, against
'them the said *Francis* and *Elizabeth*. And
'for this,' &c.

Taken and acknowledged *Francis Brooman.*
the 14th Day of Sep- *Elizabeth Brooman.*
tember, in the 11th
Year of the Reign of
our Sovereign Lord
George the Third,
now King of Great
Britain, &c. before
me,
George Wilson.

*A Fine Sur Conufance de droit tantum
by Husband and Wife, passing a Re-
mainder or Reversion (after an Estate
for Life, in the Wif, with Remain-
der to her Daughter for Life, with
Remainder to the first and every other
Son of the Daughter in Tail-Male,
with Remainder to her first and every
Daughter in Tail-general, with Re-
mainder to the Wife in Fee) to the
Conufee in Fee.*

Middlesex, 'Command James Plunkett, Esq; Concord.
to wit, 'and Sophia his Wife, that
'justly, &c. they perform to Edmund Wilson,
'Gent. the Covenant made between them of
'one Messuage, six Stables, two Gardens,
P 2 'two

‘ two Orchards, sixty Acres of Land, twenty Acres of Meadow, and twenty Acres of Pasture, with the Appurtenances, in the Parish of *St. Mary Islington*. And unless, &c.

Concord.

Consuſance de
droit tantum.

‘ *And the Agreement* is ſuch, to wit, That
‘ the ſaid *James* and *Sophia* have acknowledged
‘ the ſaid Tenements, with the Appurtenances,
‘ to be the Right of the ſaid *Edmund*;
‘ *And* have granted, that the ſaid Tenements,
‘ with the Appurtenances, which the ſaid
‘ *James* and *Sophia*, at the Day when this
‘ Agreement was made, hold for the Term
‘ of the Life of the ſaid *Sophia*; and which
‘ after the Death of the ſaid *Sophia*, are to
‘ remain to *Harriot Pit*, the Daughter of the
‘ ſaid *Sophia*, and her Aſſigns, for the Term
‘ of the Life of the ſaid *Harriot*, without
‘ impeachment of Waſte; and which after
‘ the Decease of the ſaid *Harriot*, are to remain
‘ to the firſt and every other Son of the
‘ ſaid *Harriot* ſucceſſively, and the Heirs-Male
‘ of the Body and Bodies of every ſuch Son;
‘ and which for default of ſuch Iſſue, are to
‘ remain to the firſt and every other Daughter
‘ of the Body of the ſaid *Harriot* ſucceſſively,
‘ and the Heirs of the Body and Bodies of every
‘ ſuch Daughter; and which for default of ſuch
‘ Iſſue ought to remain or revert to the ſaid
‘ *Sophia*, and her Heirs for ever; ſhall after the
‘ ſeveral Deceaſes of the ſaid *Sophia* and *Harriot*,
‘ and failure of Sons and Daughters of the ſaid
‘ *Harriot*, and

and of the Issue-Male of such Sons, and
 of the Issue of such Daughters as aforesaid,
 wholly remain to the said *Edmund* and his
 Heirs for ever. *And moreover*, the said Warranty.
James and *Sophia* do grant for themselves,
 and the Heirs of the said *Sophia*, that they
 will warrant the aforesaid Reversion of the
 Tenements aforesaid, with the Appurte-
 nances, unto the said *Edmund*, and his Heirs
 for ever, against them the said *James* and
Sophia, and the Heirs of the said *Sophia* for
 ever, And for this, &c.

Taken and acknowledged
the 4th Day of Sep-
tember 1761, before
George Wilson.

James Plunkett.
Sophia Plunkett.

Fines *Sur Concessit.*

By one Conusor and his Wife to one Conusee, Sur Concessit, for a Term of Years, reserving Rent.

- Præcipe.** *Essex, to wit, ' Command C. H. and E. his*
' Wife, that justly, &c.
' they perform to A. R. the Covenant made
' between them of one Messuage, twenty
' Acres of Land, and ten Acres of Meadow,
' with the Appurtenances, in C. And un-
' less, &c.
- Concord.** *' And the Agreement is such, to wit, That*
Grant. *' the aforesaid C. H. and E. have granted to*
' the aforesaid A. the aforesaid Tenements,
Habendum. *' with the Appurtenances, To have and to*
' hold the aforesaid Tenements, with the Ap-
' purtenances, to him the said A. from the
' Feast of the Annunciation of the Blessed Vir-
' gin Mary last past, until the full End and
' Term of twenty-one Years, from thence next
' ensuing and fully to be complete and ended;
Reddendum. *' Yielding and paying therefore yearly to the*
' aforesaid C. and E. and the Heirs of the
' said C. one Pepper Corn at the Feast afore-
' said, during the Term aforesaid, if it be
' demanded, and two fat Capons at the Feast
' of Easter yearly during the Term aforesaid.
Warranty. *' And the aforesaid C. and E. have granted*
' for

for themselves and the Heirs of the said
C. that they will warrant to the aforesaid
A. the Tenements aforesaid, with the Ap-
purtenances, against them the said C. and
E. and the Heirs of the said C. during the
Term aforesaid. And for this, &c.

Taken and acknowledged, &c.

*From one Conusor to one Conusee, Sur
Concessit, for a Term of Years, re-
serving Rent, with a Clause of Di-
stress.*

Yorkshire, 'Command F. T. that justly, &c. Præcipe.
to wit, ' he perform to J. H. the Co-
venant made between them of, &c. (naming
the Parcels). And unless, &c.

' And the Agreement is such, to wit, That Concord.
' the aforesaid F. hath granted to the aforesaid Grant.
' J. the aforesaid Tenements, with the Ap-
' purtenances, To have and to hold the afore-Habendum.
' said Tenements, with the Appurtenances,
' to the said J. and his Assigns, from the
' Feast of the Birth of our Lord Christ last
' past, for and during and until the full End
' and Term of sixty-one Years, from thence
' next ensuing and fully to be complete and
' ended; Yielding and paying therefore yearly Reddendum.
' during the Term aforesaid, to the said F.
' and his Heirs, thirty Pounds of lawful Mo-
' ney of Great Britain, to be paid at the
' Feast of the Nativity of St. John the Bap-

Distress.

‘ *tist*, and at the Birth of our *Lord Christ*, by
 ‘ even and equal Portions: *And* if it happens
 ‘ that the said Rent shall be in Arrear in Part
 ‘ or in the Whole unpaid after any of the
 ‘ said Feasts, then it shall be lawful for the
 ‘ aforesaid *F.* and his Heirs into the aforesaid
 ‘ Tenements, with the Appurtenances, to
 ‘ enter and distrain, and the Distresses there
 ‘ taken to lead, drive and carry away, and to
 ‘ their own Use to retain, until they shall be
 ‘ fully satisfied and paid the said Rent, and
 ‘ the Arrearages thereof. *And moreover* the
 ‘ aforesaid *F.* hath granted for himself and
 ‘ his Heirs, that he will warrant to the afore-
 ‘ said *J.* and his Assigns the aforesaid Te-
 ‘ nements, with the Appurtenances, against
 ‘ him the said *F.* and his Heirs during the
 ‘ whole Term aforesaid. *And for this, &c.*

Warranty.

Taken and acknowledged, &c.

Q. Whether this Lease will bar the Issue in Tail. *Vide Plowden* 455. *Brook of Fines* 116, 118.

A Fine from one Conusor and his Wife to one Conusee, Sur Concessit, being a Lease for ninety-nine Years sans Waste, at a Pepper Corn Rent, of Land, Meadow and Pasture.

Præcipe.

Cambridgeshire ‘ *Command J. H. and E. his*
 ‘ *to wit,* ‘ *Wife, that justly, &c.*
 ‘ *they perform to T. C. the Covenant made*
 ‘ *between*

between them of twenty Acres of Land,
ten Acres of Meadow, and fifteen Acres of
Pasture, with the Appurtenances, in S.
And unless, &c.

And the Agreement is such, to wit, That Concord.
the aforesaid J. and E. have granted to the Grant.
aforesaid T. the aforesaid Tenements, with
the Appurtenances, *To have and to hold* the Habendum.
aforesaid Tenements, with the Appurte-
nances, to the aforesaid T. from the Feast
of the Nativity of *St. John the Baptist* last
past, unto the End of the Term of ninety
and nine Years from thence next ensuing
and fully to be complete and ended, with-
out Impeachment of any Waste; *Rendering* Reddendum.
thereof yearly to the aforesaid J. and E.
and the Heirs of the said J. one Pepper
Corn, at the Feast of the Nativity of *St.*
John the Baptist, if demanded. *And the* Warranty
aforesaid J. and E. do warrant to the afore- against the
said T. the aforesaid Tenements, with the Heirs of the
Appurtenances, so as is aforesaid, against Husband.
the said J. and E. and the Heirs of the said
J. during the whole Term aforesaid. And
for this, &c.

Taken and acknowledged, &c.

From

From one Conusor and his Wife to one Conusee, Sur Concessit, for ninety-nine Years, reserving Rent, of Mills, Land, Meadow, Pasture and Titbes, &c.

Præcipe.

Bucks, to wit, ' Command W. W. and T.
his Wife, that justly,
' &c. they perform to R. C. Gent. the Co-
' venant made between them of two Mills,
' one Hundred and sixty Acres of Land,
' sixty Acres of Meadow, and fifty Acres of
' Pasture, with the Appurtenances, in A.
' otherwise A. L. and of all Tithes of Grain
' issuing out of the Tenements aforesaid, with
' the Appurtenances, as also of all the Tithes
' of Wool and Lambs of and from three
' Hundred Sheep, to be fed upon the Lands
' of the Manor of A. otherwise A. L. And
' unless, &c.

Concord.

Grant.

Habendum.

Reddendum.

‘ *And the Agreement* is such, to wit, That
‘ the aforesaid *W. and T.* have granted the
‘ Tenements, with the Appurtenances and
‘ Tithes aforesaid, to the aforesaid *R.* *To have*
‘ *and to hold* the Tenements, with the Ap-
‘ purtenances and Tithes aforesaid, to the
‘ said *R.* from the 25th Day of *March* last
‘ past until the End and Term of ninety-
‘ nine Years from thence next ensuing and
‘ fully to be complete and ended; *Rendering*
‘ therefore yearly to the said *W.* and his Heirs
‘ twenty

‘ twenty Pounds of lawful Money of Great
 ‘ Britain, at the Feasts of *St. Michael* the
 ‘ Archangel and the *Annunciation* of the
 ‘ Blessed Virgin *Mary*, to be paid by equal
 ‘ Portions yearly during the Term aforesaid.
 ‘ And the aforesaid *W.* and *T.* and the Heirs Warranty,
 ‘ of the said *W.* will warrant to the aforesaid
 ‘ *R.* the Tenements aforesaid, with the Ap-
 ‘ purtenances and Tithes, (so as is before
 ‘ said) against them the said *W.* and *T.* and
 ‘ the Heirs of the said *W.* and against all
 ‘ others claiming by the said *W.* during the
 ‘ Term aforesaid. And for this, &c.

Taken and acknowledged, &c.

By one Conusor to one Conussee, Sur Con-
cessit, of an Advowson to present to
the next Vacancy only.

*Kent, to wit, ‘ C*ommand *A. B.* Esq; that *Præcipe.*
 ‘ justly, &c. he perform to
 ‘ *C. D.* Clerk, the Covenant made between
 ‘ them of the Advowson of the Church of *E.*
 ‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That
 ‘ the aforesaid *A. B.* has granted to the afore- Concessit.
 ‘ said *C. D.* the aforesaid Advowson, *To have*
 ‘ *and to hold* the said Advowson to the afore-
 ‘ said *C. D.* to present to the said Church,
 ‘ when it shall be next vacant, for one and
 ‘ the next Vacancy only. And the aforesaid Warranty.
 ‘ *A.*

Of Fines.

' *A. B.* and his Heirs will warrant to the
' aforefaid *C. D.* the aforefaid Advowson (so
' as before faid) againſt the faid *A. B.* and his
' Heirs. And for this, &c.

Taken and acknowledged, &c.

*By one Conuſor and his Wife to one Co-
nuſee, Sur Conceſſit, for Life of the
Wife, rendering Rent.*

Præcipe,

*Herefordſhire, ' C*ommand *A. B.* and *C.* his
to wit, ' Wife, that juſtly, &c.
' they perform to *D. E.* the Covenant made
' between them of one Meſſuage and thirty
' Acres of Land, with the Appurtenances,
' in *F.* And unleſs, &c.

Conceſſit.

Habendum.

Render of
Rent.

And the Agreement is ſuch, to wit, That the
' aforefaid *A.* and *C.* have granted to the
' aforefaid *D.* the aforefaid Tenements, with
' the Appurtenances, *To have and to hold* the
' ſaid Tenements, with the Appurtenances,
' to the aforefaid *D.* from the Feaſt of *St.*
' *Michael* the Archangel laſt paſt during the
' Life of the ſaid *C.* *Rendering* therefore
' yearly to the aforefaid *A.* and *C.* thirty
' Pounds of lawful Money of *Great Britain*,
' to be paid at the Feaſts of the Nativity of
' our *Lord Chriſt*, the *Annunciation* of the
' Bleſſed *Virgin Mary*, the Nativity of *St.*
' *John the Baptiſt*, and *St. Michael* the Arch-
' angel, by equal Portions yearly during the
' Life

' Life of the said C. *And* the aforesaid A. Warranty.
' and C. will warrant to the aforesaid D. the
' aforesaid Tenements, with the Appurtenan-
' ces, (so as before said) against the aforesaid
' A. and C. during the Life of the said C.
' And for this, &c.

Taken and acknowledged, &c.

*By one Conusor to two Conusees, Sur Con-
cessit, for eighty Years, if the Conu-
sor's Wife shall so long live, at a
Pepper Corn Rent.*

' *AND* the Agreement is such, to wit, That Concord.
' the aforesaid A. has granted to the afore- Concessit.
' said C. and E. the aforesaid Park and Tene-
' ments, with the Appurtenances and Tithes
' (except as before excepted), *To have and to* Habendum.
' *bold* the aforesaid Park, and Tenements,
' with the Appurtenances, to the aforesaid C.
' and E. from the Feast of *St. Michael* the
' Archangel last past, until the End of the
' Term of eighty Years from thence next
' ensuing and fully to be complete and ended,
' if F. G. Wife of the aforesaid A. shall so
' long live; *Rendering* therefore yearly to the Render of
' said A. and his Heirs one Pepper Corn, at Rent.
' the Feast aforesaid on Demand, during the
' whole Term aforesaid, if the said F. G.
' shall so long live. *And* the aforesaid A. Warranty.
' and his Heirs will warrant to the aforesaid
' C. and E. the aforesaid Park, Tenements
' and

‘ and Tithes, (so as aforesaid) against the said
 ‘ *A.* and his Heirs during the whole Term
 ‘ aforesaid, if the said *F.* shall so long live.
 ‘ And for this,’ &c.

Taken and acknowledged, &c.

By one Conusor and his Wife to two Conusees, Sur Concessit, for Life of the Wife, reciting the Estate of the Wife to be for Life.

Præcipe.

Northamptonshire, ‘ Command A. B. and C.
to wit, ‘ his Wife, that justly,
 ‘ &c. they perform to *D. E.* and *F. G.* the
 ‘ Covenant made between them of (*naming*
 ‘ *the Parcels*) with the Appurtenances, in *H.*
 ‘ And unless, &c.

Concord.
 Recital.

‘ *And the Agreement* is such, to wit, That
 ‘ whereas the aforesaid *A.* and *C.* have and
 ‘ hold to them for Term of the Life of
 ‘ the said *C.* the aforesaid Manors, Tene-
 ‘ ments and Liberty, with the Appurtenan-
 ‘ ces, the Reversion thereof after the Death
 ‘ of the said *C.* belonging to *J. K.* Esq; and
 ‘ his Heirs, the said *A.* and *C.* have granted
 ‘ to the aforesaid *D.* and *F.* and the Heirs of
 ‘ the said *D.* the aforesaid Manors, Tene-
 ‘ ments and Liberty, with the Appurtenances,
 ‘ and all and whatsoever the said *A.* and *C.*
 ‘ have in the aforesaid Manors, Tenements
 ‘ and Liberty, with the Appurtenances, for
 ‘ the

Concessit.

‘ the Term of the Life of the said C. to the
 ‘ aforesaid D. and F. and the Heirs of the
 ‘ said D. during the Life of the said C. *And Warranty.*
 ‘ the aforesaid A. and C. will warrant to the
 ‘ aforesaid D. and F. and the Heirs of the
 ‘ said D. the aforesaid Manors, Tenements
 ‘ and Liberty, with the Appurtenances, (so
 ‘ as before said) against the said A. and C.
 ‘ during the Life of the said C. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

*By one Conusor and his Wife to two Co-
 nusees, Sur Concessit, for a Term of
 Years, rendering Rent, to commence
 after the Deaths of two Men and their
 Wives.*

Lincolnshire, ‘ *C*ommand A. B. and C. his *Præcipe.*
 to wit, ‘ Wife, that justly, &c.
 ‘ they perform to D. E. and F. G. the Co-
 ‘ venant made between them of two Mes-
 ‘ suages, thirty Acres of Land, ten Acres of
 ‘ Meadow, and fifteen Acres of Pasture, with
 ‘ the Appurtenances, in H. And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord.
 ‘ the aforesaid A. and C. have granted to the Concessit.
 ‘ aforesaid D. and F. the aforesaid Tenements,
 ‘ with the Appurtenances, *To have and to hold*
 ‘ the said Tenements, with the Appurtenan-
 ‘ ces, to the said D. and F. for the Term of
 ‘ forty

Render of
Rent.

Warranty.

‘ forty Years after the Deaths of J. K. and
 ‘ L. his Wife, and M. N. and O. his Wife,
 ‘ next ensuing and fully to be complete and
 ‘ ended; *Rendering* therefore yearly to the
 ‘ said A. and his Heirs twenty Pounds of
 ‘ lawful Money of *Great Britain*, at the
 ‘ Feasts of the Nativity of *St. John the Bap-*
 ‘ *tist*, *St. Michael* the Archangel, the Birth
 ‘ of our *Lord Christ*, and the *Annunciation* of
 ‘ the Blessed Virgin *Mary*, by equal Portions,
 ‘ to be paid yearly during the Term aforesaid.
 ‘ And the aforesaid A. and C. and the Heirs
 ‘ of the said A. will warrant to the aforesaid
 ‘ D. and F. the aforesaid Tenements, with
 ‘ the Appurtenances, (so as aforesaid) against
 ‘ all Men during the Term aforesaid. And
 ‘ for this,’ &c.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Co-
nusee, Sur Concessit, for five Hun-
dred Years sans Waste, at a Pepper
Corn Rent, of Messuages, Land, Pa-
sture, and Common of Pasture.

Præcipe.

Leicestershire, ‘ *Command* A. B. and C. his
 ‘ to wit. ‘ *Wife*, that justly, &c.
 ‘ they perform to D. E. the Covenant made
 ‘ between them of two Messuages, twenty
 ‘ Acres of Land, eighteen Acres of Pasture,
 ‘ and Common of Pasture for all Cattle,
 ‘ with

‘ with the Appurtenances, in *F.* And unless
 ‘ &c.

‘ *And the Agreement* is such, to wit, That Concord.
 ‘ the aforesaid *A.* and *C.* have granted to Concessit.
 ‘ the aforesaid *D.* the aforesaid Tenements
 ‘ and Common of Pasture, with the Appur-
 ‘ tenances, *To have and to hold* the aforesaid Te- Habendum.
 ‘ nements, and Common of Pasture, with
 ‘ the Appurtenances, to the aforesaid *D.*
 ‘ from the Feast of the Nativity of our
 ‘ Lord *Christ* last past, until the full End and
 ‘ Term of five Hundred Years from thence
 ‘ next ensuing and fully to be complete and
 ‘ ended, without Impeachment of Waste;
 ‘ *Rendering* therefore yearly to the aforesaid Render of
 ‘ *A.* and *C.* and the Heirs of the said *A.* one Rent.
 ‘ Pepper Corn, at the Feast of *St. Michael*
 ‘ the Archangel, yearly during the said Term,
 ‘ if demanded. *And* the aforesaid *A.* and *C.* Warranty.
 ‘ and the Heirs of the said *A.* will warrant
 ‘ to the aforesaid *D.* the aforesaid Tene-
 ‘ ments and Common of Pasture, with the
 ‘ Appurtenances, (so as aforesaid) against the
 ‘ said *A.* and *C.* and the Heirs of the said
 ‘ *A.* during the Term aforesaid. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

Q

By

Ey four Conusors and their Wives to four Conusees, Sur Concessit, for one Thousand Years, at a Pepper Corn Rent, of a Manor, Messuages, Tofts, Cottages, Wind-mills, Barns, Stables, Gardens, Orcharas, Land, Pasture, Wood, Furze and Heath, free Warren, free Fishery, View of Frankpledge, Rectory, Tithes, Oblations and Obventions.

Præcipe.

Yorkshire, ‘ Command A. B. and C. his to wit, ‘ C Wife, D. E. and F. his Wife, ‘ G. H. and J. his Wife, K. L. and M. his ‘ Wife, that justly, &c. they perform to ‘ N. O. P. Q. R. S. and T. V. the Covenant ‘ made between them of the Manor of W. ‘ with the Appurtenances, and of thirty Messuages, fifteen Tofts, twenty Cottages, two ‘ Wind-mills, ten Barns, ten Stables, fifteen ‘ Gardens, fifteen Orchards, one Thousand ‘ Acres of Land, three Hundred Acres of ‘ Pasture, one Hundred Acres of Wood, ‘ thirty Acres of Furze and Heath, free ‘ Warren, free Fishery, and View of Frankpledge, with the Appurtenances, and also ‘ of the Rectory of the Church of J. with ‘ the Appurtenances, and also of all and all ‘ Manner of Tithes, Oblations and Obventions whatsoever coming, growing or renewing, in L. R. and O. And unless, &c.

And

' *And the Agreement* is such, to wit, That
 ' the aforesaid *A. and C. D. and F. G. and J.*
 ' and *K. and M.* have granted to the aforesaid Concessit.
 ' *N. P. R. and T.* the aforesaid Manor, Te-
 ' nements, free Warren, free Fishery, View
 ' of Frankpledge and Rectory, with the Ap-
 ' purtenances, and the Tithes, Oblations and
 ' Obventions aforesaid; *To have and to hold* Habendum.
 ' the aforesaid Manor, Tenements, Free-
 ' warren, Free-fishery, View of Frankpledge
 ' and Rectory, with the Appurtenances, and
 ' the Tithes, Oblations and Obventions afore-
 ' said, to the said *N. P. R. and T.* from the
 ' Feast of *St. Michael* the Archangel last past,
 ' for and during, and until the full End and
 ' Term of one Thousand Years from thence
 ' next ensuing, and fully to be complete and
 ' ended; *Rendering* therefore yearly to the Render of
 ' aforesaid *A. and C. D. and F. G. and J. and* Rent.
 ' *K. and M.* and their Heirs, one Pepper Corn
 ' at the Feast aforesaid, yearly during the
 ' Term aforesaid, if demanded. *And the* 1. Warranty.
 ' aforesaid *A. and C.* and the Heirs of the said by first Conu-
 ' *C.* will warrant to the aforesaid *N. P. R.* for and his
 ' and *T.* the aforesaid Manor, Tenements, Wife.
 ' free Warren, free Fishery, View of Frank-
 ' pledge and Rectory, with the Appurtenan-
 ' ces, and the Tithes, Oblations and Obven-
 ' tions aforesaid, so as aforesaid, against all
 ' Men, during the Term aforesaid. *And the* 2. Warranty
 ' aforesaid *D. and F.* and the Heirs of the by second Co-
 ' said *F.* will warrant to the aforesaid *N. P.* nutor and his
 ' *R. and T.* the aforesaid Manor, Tenements, Wife.
 ' free Warren, free Fishery, View of Frank-
 ' pledge

3. Warranty
by two last
Conufors and
their Wives
jointly.

‘ pledge and Rectory, with the Appurtenan-
‘ ces, and the Tithes, Oblations and Obven-
‘ tions aforefaid, fo as aforefaid, againft all
‘ Men, during the Term aforefaid, *And* the
‘ aforefaid G. and J. and K. and M. will
‘ warrant to the aforefaid N. P. R. and T. the
‘ aforefaid Manor, Tenements, free Warren,
‘ free Fishery, View of Frankpledge and
‘ Rectory, with the Appurtenances, and the
‘ Tithes, Oblations and Obventions aforefaid,
‘ fo as aforefaid, againft all Men, during the
‘ Term aforefaid. And for this, &c.

Taken and acknowledged, &c.

*By one Conufor and his Wife to two
Conufees, Sur Conceffit, for their
Lives fucceffively, of a Moiety of
Messuages, Tofts, Gardens and Or-
chards.*

Præcipe.

Shropshire, ‘ *C*ommand A. B. and C. his
to wit, ‘ Wife, that juftly, &c. they
‘ perform to D. E. and F. G. the Covenant
‘ made between them of the Moiety of
‘ twenty Messuages, eight Tofts, ten Gar-
‘ dens, and ten Orchards, with the Appur-
‘ tenances, in the Town of *Shrewsbury*. And
‘ unless, &c.

Concord.
Conceffit.

‘ *And the Agreement* is fuch, to wit, That
‘ the aforefaid A. and C. have granted to the
‘ aforefaid D. and F. the aforefaid Moiety;
‘ To

‘ *To have and to hold* the aforesaid Moiety, to *Habendum.*
 ‘ the aforesaid *D* and *F.* and to each of them
 ‘ successively, from the Feast of the *Annunciati-*
 ‘ *on* of the Blessed Virgin *Mary* last past to the
 ‘ full End and Term of the Lives of the said
 ‘ *D.* and *F.* and the Life of the longest Liver
 ‘ of them, without Impeachment of Waste;
 ‘ *Rendering* therefore yearly by the said *D.* *Render of*
 ‘ and *F.* and the longest Liver of them, to *Rent.*
 ‘ the said *A.* and *C.* and the Heirs of the said
 ‘ *C.* one Pepper Corn, at the Feast aforesaid,
 ‘ yearly during the Lives of the said *D.* and
 ‘ *F.* and the Life of the longest Liver of
 ‘ them, if demanded. *And* the aforesaid *A.* *Warranty.*
 ‘ and *C.* and the Heirs of the said *C.* will
 ‘ warrant to the aforesaid *D.* and *F.* the afore-
 ‘ said Moiety, so as aforesaid, against the said
 ‘ *A.* and *C.* and the Heirs of the said *C.*
 ‘ during the Lives of the said *D.* and *F.* and
 ‘ the Life of the longest Liver of them,
 ‘ And for this, &c.

Taken and acknowledged, &c.

Q 3

By

By four Conufors, and the Wife of one of them, Sur Conceffit to one Conufee of all they have in the Lands for the Term of the Lives of two of the Conufors, and the Life of the longer liver of them, and of all other Eftate, Term, and Interest that all or any of the Conufors have in the Lands.

Præcipe.

Hertfordshire, ‘ Command William Calvert, to wit, ‘ C Esq; Susanna Calvert, ‘ Spinster, John Martin Leake, Esq; and ‘ Mary his Wife, and Honor Calvert, Spinster, ‘ that juftly and without delay they perform ‘ to Mary Gordon, Widow, the Covenant ‘ made between them, of ten Acres of Land, ‘ thirty Acres of Meadow, and ten Acres of ‘ Pasture, with the Appurtenances in Much ‘ Hadbam. And unleis, &c.

Concord.

Grant.

‘ And the Agreement is fuch, that is to fay, ‘ That the faid William, Susanna, John Martin, and Mary Leake, and Honor have granted ‘ to the faid Mary Gordon, the Acres ‘ aforefaid, with the Appurtenances, and all ‘ and whatfoever they the faid William, Susanna, John Martin, and Mary Leake, and ‘ Honor have in the fame, for the Term of ‘ the Lives of the faid Susanna Calvert, and ‘ Mary Leake, and the Life of the longer ‘ liver of them, and for and during all fuch ‘ other Eftate, Term, and Interest as they the ‘ faid

' said *William, Susanna, John Martin, Mary*
 ' *Leake, and Honor*, or any of them have or
 ' hath in or to the same Premises or any Part
 ' thereof, *To have and to hold* the said Acres Habendum.
 ' with the Appurtenances to the said *Mary*
 ' *Gordon*, and her Heirs during the whole
 ' natural Lives of them the said *Susanna Cal-*
 ' *vert and Mary Leake*, and the Life of the
 ' longer Liver of them, and for and during
 ' all such other Estate, Term and Interest as
 ' aforesaid, *And* the said *William, Susanna, Warrant.*
 ' *John Martin, and Mary Leake*, and *Honor* do
 ' warrant to the said *Mary Gordon*, and her
 ' Heirs the Acres aforesaid, with the Appur-
 ' tenances as aforesaid, against them the said
 ' *William, Susanna, John Martin, and Mary*
 ' *Leake, and Honor* during the Whole natural
 ' Lives of them the said *Susanna Calvert*, and
 ' *Mary Leake*, and the Life of the longer
 ' Liver of them; and for and during all
 ' such other Estate, Term and Interest as
 ' aforesaid. And for this, &c.

Taken and acknowledged Wm. Calvert.
 by the said Wm. Cal- Susan. Calvert.
 vert, Susanna Calvert, John Martin Leake.
 John Martin Leake, Mary Leake.
 and Mary his Wife, Honor Calvert.
 and Honor Calvert,
 this 24th Day of Oc-
 tober, in the Year of
 our Lord, 1768, be-
 fore me,

George Wilson.

A Fine Sur Concessit, whereby the Husband and Wife grant the Lands, and all they have therein, and they render the same in Court to the Conusee during the Lives of the Conujors, &c.

Præcipe.

Kent, ‘ *Command William Kingsford, Esq; to wit, ‘ and Jane his Wife, that justly, ‘ &c. they perform to Christopher Hull, Gentleman, the Covenant made between them ‘ of four Messuages, one Dovehouse, six ‘ Barns, five Stables, seven Gardens, eight ‘ Orchards, 250 Acres of Land, 40 Acres of ‘ Meadow, 40 Acres of Pasture, and ten ‘ Acres of Wood, with the Appurtenances in ‘ Chartbam Graveny, and Harietsham. And ‘ unless, &c.*

Concord.

‘ *And the Agreement is such, to wit, That ‘ the aforesaid William and Jane, have granted to the aforesaid Christopher, the aforesaid ‘ Tenements with the Appurtenances, And all ‘ and whatsoever the said William and Jane ‘ have in the said Tenements with the Appurtenances, And those they have rendered ‘ to him in the same Court, To have and to ‘ hold to the said Christopher and his Heirs, ‘ during the Lives of the said William and ‘ Jane, and the Life of the longer liver of ‘ them, And the said William and Jane do ‘ warrant to the aforesaid Christopher, and his ‘ Heirs the aforesaid Tenements, with the*
‘ Ap-

‘ Appurtenances, (as aforesaid) against them
 ‘ the said *William* and *Jane*, and the Heirs of
 ‘ the said *William* during the Lives of the said
 ‘ *William* and *Jane*, and the Life of the longer
 ‘ liver of them. And for this,’ &c.

*Taken and acknowledged
 the 13th Day of Au-
 gust, in the Year of
 our Lord, 1772, be-
 fore*

Wm. Kingsford.
 Jane Kingsford.

George Wilson.

Fine

Fine *Sur Conufance de droit*, with
Release.

*From one Conufor to one Conufee, of a
Rectory.*

Præcipe.

Suffex, ' Command A. B. that juſtly, &c.
to wit, ' he perform to C. D. the Cove-
' nant made between them of the Rectory of
' E. with the Appurtenances. And unleſs,
' &c.

Concord.

' And the Agreement is ſuch, to wit, That
' the aforeſaid A. has acknowledged the aforeſaid
' Rectory, with the Appurtenances, to be the
' Right of him the ſaid C. And the ſame he
' hath remiſed and quit-claimed from himſelf
' and his Heirs to the aforeſaid C. and his
' Affigns during the Life of the ſaid C. And
' moreover the ſaid A. has granted for himſelf
' and his Heirs, that he will warrant to the
' aforeſaid C. the aforeſaid Rectory, with the
' Appurtenances, againſt the ſaid A. and his
' Heirs, during the Life of the ſaid C. And
' for this, &c.

Warranty.

Taken and acknowledged, &c.

Fines Sur Conusance de droit & Concessit.

From one Conusor and his Wife to one Conussee, passing a Remainder in Fee to the Conussee.

Cumberland, ‘ *Command* A B. Gent. and C. Præcipe.
to wit, ‘ his Wife, that justly, &c.
‘ they perform to D. E. Gent. the Covenant
‘ made between them of one Messuage, two
‘ Cottages, eighty Acres of Land, twenty
‘ Acres of Meadow, and thirty Acres of
‘ Pasture, five Acres of Wood and Common
‘ of Pasture, with the Appurtenances, in F.
‘ And unless, &c.

‘ *And the Agreement* is such, to wit, That Concord,
‘ the aforesaid A. and C. have *acknowledged*
‘ the aforesaid Tenements and Common of
‘ Pasture, with the Appurtenances, to be the
‘ Right of the said D. *And they have granted*
‘ for themselves and the Heirs of the said A.
‘ that the aforesaid Tenements and Common
‘ of Pasture, with the Appurtenances, which
‘ G. B. Widow, holds for the Term of the
‘ Life of her the said G. of the Inheritance of
‘ the said A. upon the Day on which this
‘ Agreement was made, and which after the
‘ Death of the said G. ought to revert to the
‘ said A and his Heirs after the Death of the
‘ said

Warranty.

‘ said G. shall intirely remain to the said D.
 ‘ and his Heirs; *To hold* of the Chief Lords
 ‘ of the Fee for ever, by the Services which
 ‘ belong to the aforesaid Tenements and
 ‘ Common of Pasture, with the Appurte-
 ‘ nances. *And* the aforesaid A and C. and
 ‘ the Heirs of the said A. will warrant to
 ‘ the aforesaid D. and his Heirs the afore-
 ‘ said Tenements and Common of Pasture,
 ‘ with the Appurtenances, so as is before
 ‘ said, against the said A. and C. and the
 ‘ Heirs of the said A. for ever. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

*From one Conusor and his Wife, Tenant
 in Dower, to one Conusee, Tenant in
 Reversion.*

Præcipe.

Cornwal, ‘ *Command* A. B. and C. his Wife,
 ‘ *to wit,* ‘ that justly, &c. they perform
 ‘ to D. E. the Covenant made between
 ‘ them of one Messuage, and forty Acres of
 ‘ Land, with the Appurtenances, in F. And
 ‘ unless, &c.

Concord.

‘ *And the Agreement* is such, to wit, That
 ‘ the said A. and C. have *acknowledged* the
 ‘ aforesaid Tenements, with the Appurte-
 ‘ nances, to be the Right of the said D.
 ‘ *And have granted* that the aforesaid Tene-
 ‘ ments, with the Appurtenances, which the
 ‘ said A. and C. upon the Day on which this
 ‘ Agree-

‘ Agreement is made, hold for the Term of
 ‘ the Life of the said C. by the Endowment
 ‘ of G. E. her late Husband, deceased, Fa-
 ‘ ther of the said D. E. and which after the
 ‘ Death of the said C. ought to revert to the
 ‘ said D. and his Heirs, shall entirely remain
 ‘ to the said D. and his Heirs during the
 ‘ Life of the said C. *To hold* of the Chief
 ‘ Lords of the Fee for ever, by the Services
 ‘ which belong to the aforesaid Tenements.
 ‘ And the aforesaid A. and C. and the Heirs ^{Warranty.}
 ‘ of the said A. will warrant to the said D.
 ‘ the aforesaid Tenements, with the Appur-
 ‘ tenances, so as is before said, against the
 ‘ said A. and C. and the Heirs of the said
 ‘ A. during the Life of the said C. And for
 ‘ this,’ &c.

Taken and acknowledged, &c.

*From one Conusor, Tenant by the Cur-
 tesy, to one Conufee being Tenant in Re-
 version.*

Devon, ‘ **C**ommand A. B. that justly, &c. he ^{Præcipe.}
 to wit, ‘ perform to C. D. the Covenant
 ‘ made between them of one Messuage, one
 ‘ Hundred Acres of Land, thirty Acres of
 ‘ Meadow, and one Hundred and fifty Acres
 ‘ of Pasture, with the Appurtenances, in E.
 ‘ And unless,’ &c.

‘ *And the Agreement* is such, to wit, That ^{Concord.}
 ‘ the aforesaid A. has acknowledged the afore-
 ‘ said

Warranty.

' said Tenements, with the Appurtenances,
 ' to be the Right of the said C. *And has*
 ' granted that the aforesaid Tenements, with
 ' the Appurtenances, which the said A. upon
 ' the Day on which this Agreement is made,
 ' holds by the Curtesy of *England* for the
 ' Term of the Life of him the said A. of the
 ' Inheritance of *F.* late Wife of the said A.
 ' and which after the Death of the said A.
 ' ought to revert to the said C. (as Cousin and
 ' Heir of the said *F.*) and his Heirs, shall
 ' entirely remain to the said C. and his Heirs
 ' during the Life of the said A. *And the*
 ' said A. and his Heirs will warrant to the
 ' said C. the aforesaid Tenements, with the
 ' Appurtenances, so as is before said, against
 ' the said A. and his Heirs during the Life of
 ' the said A. And for this,' &c.

Taken and acknowledged, &c.

A Fine was set aside and vacated after it
 had passed all the Offices, and was completed,
 because the Conusor died before the Return of
 the Writ of Covenant, as appeared to the
 Court upon Affidavits. *Watts, Plaintiff, Bir-*
kett, Deforciant, C. B. Hil. 33. Geo. 2. 2 Wil-
son 115.

A Fine was levied without any Consideration
 or uses thereof declared, and it was adjudged
 to enure to the old Use in whomsoever it was.
Armstrong v. Wolfey. Hil. 28. Geo. 2. C. B. 2
Wilson 19.

It

It seems that a Tenant in Tail having committed Murder, can, between the Time of the Stroke and the Time of his Conviction, bar the Estate Tail by a Fine. *Stevens v. Winning and others, C. B. Hil. 4. Geo. 3. 2 Wilson 219.*

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O F RECOVERIES.

A Recovery, *recuperatio*, cometh of the Recovery,
Verb *recuperare*, i. e. *ad rem per in-* what it is.
juriam extortam sive detentam, per sen-
tentiam judicis restitui. And *recuperatio* in the
Common Law, is all one with *evictio* in the
Civil Law, which is *alicujus rei in causam*
alterius abductæ per judicem acquisitio. 1 Inst.
154. a.

A Recovery here treated of, usually called The Use of it.
a Common Recovery, is a mere *fictio juris*,
or a certain Form or Course set down by the
Law to be observed for the better Assuring
of Lands and Tenements, *Sb. Touch.* 37. and
is generally used for the barring Estates-tail,
and Remainders and Reversions expectant
on Estates-tail.

An Estate in Fee-tail, *feodum talliatum*, Estates-tail
i. e. *hereditas in quandam certitudinem limitata*, created.
the Donor limiting what Issue shall inherit by
Force of the Gift, and how long the Inheri-
tance shall endure, was created by the Statute
of *Westm.* 2. c. 1. 13 E. 1. For before that
R Sta-

Statute all Estates were Fee-simple absolute or conditional, and what we now call a *Fee Tail* was, at Common Law, known by the Name of a *Fee Conditional*, so called from the Condition expressed or implied in the Gift or Constitution of the *Fee*, that in Case the Donee died without such particular Heirs, the Land or *Fee* should *revert* to the Donor; But notwithstanding such Limitation or restriction was agreeable to the Nature of *Feuds*, and the Condition itself no other than (whether expressed or not) was implied in every such Gift, yet our Ancestors were, after Heir or Issue had, suffered at Common Law to alien such *Fee*, and to defeat the Donor as well as the Heir, upon a Supposition that the Condition was for this Purpose satisfied or performed by the Donee's having Issue; This Notion and the consequent Practice, being manifestly contrary to the Form and Intent of the Gift, was therefore reformed by the Statute of *Westm. 2. c. 1.* (commonly called the Statute *De Donis*) which required that from thenceforth the Will, and the Intent of the Donor should be observed, and that a *Fee* so given should in all Events go to the Issue, and for want of Issue revert to the Donor: So that though *Littleton* says that a *Fee Tail* is by Force of this Statute, for that before all Inheritances were Fee-Simple, absolute or conditional; yet it is certain that this Statute did not create any new *Fee*, *aut re aut nomine*, but that it only severed, and distinguished the Limitation from the *Condition*, and restored the Effect of each, that is

to say, the Effect of the *Limitation* to the Issue, and the *Reversion* as the proper Effect of the *Condition* to the Donor, according to the plain Import and manifest Intent of the Gift: And yet, as by means of this Statute the *Limitation* was raised above the *Condition*, the *Fee* might thenceforth be denominated from the *Limitation*, which, as now established was become the Substance, as it was in Truth, before, the immediate End of the Gift. *Wright's Tenures* 186, 187, &c.

But Time and Experience shewed many The Inconven-
and great Inconveniences that attended these niencies at-
fettered Inheritances, for the Land being tending them,
limited and tied so sure to the Heir that his Father could not put it from him, it made the Son disobedient, negligent and wasteful, often marrying without the Father's Consent, and to grow insolent in Vice, knowing that there could be no Check of disinheriting him. It also made the Owners of Land less fearful to commit Murders, Felonies, Treasons and Manslaughters, for that they knew none of these Acts could deprive the Heir of his Inheritance. It hindered Men that had intailed Lands from making the best of their Lands by Fine and Improvement, for no one upon so uncertain an Estate as for Term of Life, would give a Fine of any Value, or lay out any great Stock upon the Land.

Lastly, These Intails did defraud the Crown and many Subjects of their Debts, for the Land was not liable any longer than during the Life of the Tenant in Tail; so that the King could not safely commit any Office of

Account to such whose Lands were entailed, nor other Men trust them with Loan of Money.

The great Men of the Kingdom being always fond of this Act, as it tended to preserve their Estates in their Families, there was little Likelihood of ever getting it repealed by the Legislature, though indeed several of the Inconveniencies attending it have been remedied by subsequent Statutes; and therefore when Intails fell out to be so inconvenient, Common Recoveries were first invented, for Men made no Conscience to cut off the Intail, if they could find Law for it; and now by Use these Recoveries are become common Assurances against Intails, Remainders and Reversions, and are the greatest Security Purchasers have for their Money; for a Fine will bar the Heir in Tail, and not the Remainder or Reversion, but a Common Recovery will bar them all.

The Nature
of a Common
Recovery.

The Nature of a Common Recovery is the same in many Things with a Real Recovery on a Title; there must be a Demandant and Tenant, (the same as Plaintiff and Defendant in a Personal Action) and a Vouchee; the Demandant demands the Land against the Tenant as though he had good Right thereto, the Tenant calls upon the Common Vouchee of the Court (upon a Supposition that he bought the Land of the Common Vouchee, who had warranted unto him) the Common Vouchee appears, and takes upon him to defend the Title; then a Day is given by the Court to imparl, on which Day the Common Vouchee

Vouchee does not appear, but makes Default; whereupon the Demandant hath Judgment to recover against the Tenant in Tail, and he over against the Common Vouchee, to recover in Value so much of his Land, when in Truth he hath none. By this Device, grounded upon the strict Principles of Law, (as my Lord Bacon says) the first Tenant loseth the Land, and hath nothing for it; but it is by his own Agreement, for Assurance to him that bought it.

And in like Manner it is if the Recovery be with double or treble Voucher; if with double Voucher, the Tenant calls upon the first Vouchee to Warranty, and he upon the Common Vouchee; if with treble Voucher, the first Vouchee after he is vouched to Warranty by the Tenant calls the second Vouchee to Warranty, and he vouches the Common Vouchee; and in these Cases, after Default made by the Common Vouchee, Judgment is given for the Demandant against the Tenant, for the Tenant against the first Vouchee, for the first Vouchee against the Common Vouchee, unless it be with treble Vouchers, and then against the second Vouchee, for whom Judgment is thereupon given against the Common Vouchee.

The Use of a Common Recovery with a single Voucher, (That is to say when the Tenant in Tail in possession is Tenant to the *Præcipe*, and voucheth to warranty the Common Vouchee), is to bar the Tenant in Tail, and his Heirs, only of such Estate Tail which is in his Possession (not where he is put to a

The Use and Operation of a Recovery with a single Voucher.

Right) with the Remainder dependent thereon, and the Reversion expectant which others have, and of all Leases and Incumbrances derived out of such Remainder or Reversion. See 2 *Rol. Abr.* 394, 395.

Of the like
with a double
Voucher.

A Common Recovery with double Voucher is to bar the first Vouchee and his Heirs of every such Estate as at any Time was in him or any of his Ancestors, whose Heir he is, of such Estate; and all others of such Right to Remainder or Reversion, as was at any Time dependent or expectant upon the same; and of all Leases and Incumbrances derived out of them; and it will also be a Bar of such Estate whereof the Tenant to the *Præcipe* was then seised, in Reversion or Remainder expectant or dependent upon the Same. 3 *Rep.* 5. 10 *Rep.* 37. 2 *Rol. Abr.* 204. *Skin.* 63.

The like with
a Treble
Voucher.

The Recovery with treble Voucher is used to make a perpetual Bar of the Estate whereof the Tenant to the *Præcipe* was seised, and of every such Estate of Inheritance as at any Time had been in the First or Second Vouchee, or their Ancestors whose Heirs they are, and as well on every Reversion thereon depending, as also of all Leases, Estates, Charges, and Incumbrances derived out of any Reversion or Remainder.

Tenant in
Tail Cove-
nants to stand
seised to Use
of himself for
Life, Remain-
der to Son in

Tenant in Tail covenants to stand seised to the Use of himself for Life, with Remainders over to his Son in Tail, &c. And afterwards suffers a Recovery with single Voucher, (wherein he is Tenant to the *Præcipe*, and vouches over the Common Vouchee) to other

Uses

Uses in Fee ; the Uses on the Recovery are held good ; for where a Tenant in Tail covenants to stand seised to the Use of himself for Life, Remainder to his Issue in Tail, this is absolutely void, for the Remainder is to take Effect at the Death of the Tenant in Tail, when, by his Death, the Title of the Issue commences, and that is an elder Title concurring with it, and therefore it is void ; and the Covenant as to the Estate for Life to himself is void, because here is no Transmutation of Possession ; and such Covenant is in any Case only good, in respect of the Remainders ; and since the Remainder here is void, the Covenant and the first Estate are void. So the Covenantt o stand seized, &c. did not alter the Estate Tail, and the Recovery was held a good Bar of the Estate of the Issue in Tail. *Comyns* 119. 1 *Salk.* 619. *Farref.* 18. 2 *Lord Raym.* 778. *Machel v. Clarke.*

Tail, this is Void. And a Recovery with single Voucher bars his Issue.

These Recoveries bar Intails, and all Remainders and Reversions that should take Place after such Intails ; saving that where the King is the Donor of such Estate Tail, and keeps the Reversion to himself, then neither the Heir, nor the Remainder or Reversion, is barred by the Recovery : This was doubtful before the Statute 34 & 35 *H.* 8. yet the Law makes a Difference at this Day, if the King give Lands in Tail with a Remainder or Reversion in himself, a Fine or Recovery will not bar that Intail ; but if a common Person gives Lands in Tail, with a Remainder or Reversion in the King, that Intail may be cut

Where a Common Recovery shall bar if the Remainder or Reversion be in the King,] and where not. Quære, as to this.

off by a Recovery ; and so the Difference is when the Gift is from the King, and when from another Person.

The Use of a Common Recovery is, as has been said before, to bar Estates Tail, and Remainders and Reversions expectant on them; they reduce Estates to that Purity and Condition they were in at the Common Law, and in a great Measure avoid the Inconveniencies brought in by the Statute *de Donis Conditionalibus* ; without these Recoveries Tenant in Tail can make no Jointure for a Wife, Provision for Children, or Payment of his Debts.

The Reason
why the Issue
in Tail is barred.

Pigott 22.

The Reason why the Issue in Tail is barred by a Common Recovery is the intended Recompence, and this Recompence is regarded in Law, though in Reality there is none, yet the Law supposes a Recompence, and for this Reason the Issue is never barred without a Recompence, or a Possibility of one; therefore if Tenant in Tail makes a Feoffment in Fee, and a *Præcipe* is brought against the Feoffee, who vouches the Tenant in Tail, and he vouches the Common Vouchee; this bars the Estate Tail, because Tenant in Tail coming in as Vouchee, he shall be in the Degree of Tenant in Tail, and the Recompence in Value he has, or by Possibility may have, goes to the Estate Tail, and when he comes in as Vouchee, he comes in of all Estates he ever had. But if in this Case the Feoffee had re-enscuffed Tenant in Tail, and the *Præcipe* had been brought against Tenant in Tail, and he had vouched the Common Vouchee, there the

the Tenant in Tail not being seised of the Estate Tail, but of another Estate, the Issue is not barred, because the Recovery in Value goes according to the Estate whereof he was seised and in Possession at the Time of the Recovery, and not in Recompence of the Estate he had not.

But the Recovery in Value is not the only Reason of the Bar, for then Rents or Powers could not be barred by a Recovery, because no Recompence for such Things ; but there is also another Cause, *viz.* That Tenant in Tail by Recovery may convey away the Land as if he were seised in Fee, for that is an Incident to his Estate, which is not taken away by the Statute *de Donis* ; for before that Statute, all Estates Tail were conditional Fees, and the Condition was performed *post prolem suscitata*, nor could any Remainder be limited over upon those Estates ; but the Statute changed these conditional Fees into particular Estates, yet has not debarred the Tenant in Tail of this Privilege to convey away the Land by Recovery ; and the Recoveror comes in, in Continuance of the Estate Tail, which is above the Remainders, and all Charges and Estates of those in the Remainder, and is as it were perpetuated for ever. And by others it has been said, that the true Reason why a Recovery bars the Remainder in Tail, was not the Recompence or Recovery in Value, but because he that had a base Fee could not falsify.

Lord Chief Justice *Willes* in delivering the Opinion of all the Judges in the House of Lords,

Lords, in the Case of *Martin versus Strachan*, *Easter 17 Geo. 2.* Said, ' We think Common Recoveries are Common Assurances with the Consent of the Parties, and are not to be compared to a Judgment, or proceeding in any other real Action. 1st, Because now by long Custom and Usage, they are become Common Assurances; 2dly, Because they are suffered by consent of the Parties, and a Remainder can be barred upon no other Principle but this, that a Common Recovery is a Common Assurance, 5 *Rep.* 40. *a.* Mr. *Piggot*, (he said) who was as able a Conveyancer as any Man of the Profession, has confounded himself and every Body else who reads his Book, by endeavouring to give Reasons for, and explain Common Recoveries, 1 *Wilson* 73.'

The Force of Recoveries to extinguish all Conditions, Powers and Incidents annexed to an Estate Tail arises from hence, that the Law considers them in the Nature of real Actions, and in many Things like Recoveries on Title, and the Recoverors are *in* by *Right*. 2 *Atk.* 591. *Jan.* 8, 1741, and See 2 *Atk.* 206.

Where a Recovery works a Forfeiture, the Execution of it neither bars the Right nor Entry of him in Remainder or Reversion, but he may enter after Execution as well as after Judgment. Also where *A.* Tenant for Life, bargains and sells to *B.* in Fee, and by Assent a Recovery is had, wherein *B.* vouches *A.* and he the Common Vouchee; this is within the 32 *H. 8. c.* 31. and a Forfeiture for being by Assent

Assent is as a common Assurance, and in Disheifon of the Reversion. A Recovery by Assent without Title devests not Reversion or Remainder out of the King. *Pelham's Case.* 1 R. 14. b.

A Recovery by Tenant in Tail bars not only the Reversion and Remainder, but all Charges, &c. by them in Reversion or Remainder. *Capel's Case,* 1 R. 61. 3 Cro. 792.

E. S. has Issue two Sons, the Elder died in the Life of *E.* leaving Issue a Daughter, his Wife ensient with a Son, *E.* being seised in Tail, *scilicet*, to him and his Wife and the Heirs of their two Bodies, Remainder to him in Fee; the Feme dying, he covenants to suffer a Common Recovery to the Use of himself for Life, Remainder to *A.* for twenty-four Years, Remainder to the Heirs Male of his Body, and the Heirs Male of the Body of such Heirs Male; the Recovery is suffered the first Day of the Term, and *E.* died the same Day, Execution is sued out, then the Wife of the Eldest Son is delivered of a Son named *H.*

Objection, That *H.* could not enter upon his Uncle, the Younger Son of *E.* because the Recovery was not complete till Execution, for Voucher shall not have Execution against Vouchee for the Recompence till Execution against himself, and it is a Bar only in Regard of the Recompence, and Execution cannot be sued against the Heir; however, before it was sued the Uncle entered, and was then seised of an Estate Tail paramount the Recovery, and
so

so not bound by it ; or if he were, yet he took by Purchase, and then it first vesting in him, the Son born after should not divest the Estate.

Resolved 1. Execution may be sued against the Heir in Tail, because the Right of the Estate Tail was bound by the Judgment against the Tenant in Tail, and the Judgment over to have in Value, in Favour of Common Recoveries, which are the Common Assurances of the Land.

2. Though a Lease for Years in Being, yet the Recoverors are not presently *in* by the Judgment.

3. The Uncle was *in* in Nature and Course of a Descent, though he could not have his Age, nor be in Ward : 1. Because the original Act, *viz.* the Recovery out of which all the Uses had their Essence, was had in the Life of *E. S.* to which the Execution after had a Retrospect. 2. Because the Use and Possession might have vested in *E. S.* if Execution had been sued in his Life. 3. The Recoverors by their Entry, nor the Sheriff by doing of Execution, can make whom they please to inherit.

4. The Uncle claims by the Recovery and Indentures by Words of Limitation, not of Purchase. 1 *R.* 93, 106. *a. b.*

Covenant to suffer a Recovery within a Year, and that it shall be to such Uses, if the Execution of it, or the Recovery itself, be not had till after the Year ; yet if no new Agreement intervene, it shall be taken to be to the first Uses, for Variance in Time in that Case shall

shall not subvert the original Agreement. 1

Rep. 99. b.

In a Common Recovery entred of *Easter* Vouchee dies Term, in the 23d Year of King *Geo. 2.* on Sunday be- among the Pleas of Land, upon the 173, ing the Return and 174 Rolls, Wherein *Thomas Broome* was Writ of the Summons, the Recovery is ill and was Re- demandant, *George Green*, Tenant, and *Edward Swan*, Gent. and *Edward Swan* the Younger, mon Vouchee; the Writ of Summons was returnable in one Month from the Day of Easter, which was Sunday the 13th of May, 1750; On which Day *Edward Swan* the Younger, one of the Vouchees (Remainder Man in Tail, Male, and Son of *Edward Swan*, Gent. the other Vouchee who was Tenant for Life of the Manor of *Lee* in *Derbyshire*) died without Issue Male, leaving *Mary* an Infant his Heir at Law, and Heir to the Common Ancestor, who claimed under the Recovery.

Samuel Swan claiming as Heir in Tail, and a Cause being depending in the Court of Chancery, wherein the Validity of this Recovery became a Question, as *Edward Swan* the Younger, died upon the Return Day of the Writ of Summons to Warranty, being Sunday.

The Chancellor upon the hearing retained the Bill for a Twelvemonth, and left *Samuel Swan* at liberty to bring a Writ of Error to try the Validity of the Recovery, who brought a Writ of Error in *B. R.* accordingly against the Demandant *Broome*, and (among other Things) assigned for Error, that the said Writ of Summons was returnable on Sunday the 13th of

of *May*, 1750, on which Day the said *Edward Swan* the Younger, died without Issue Male of his Body at *Bradburne* in the County of *Derby*, and so concluded in the Common form that the Judgment in the Recovery was erroneous, and prayed the same might be reversed. *Broome* (the Demandant) Defendant in Error joined in Error, and in *Mich*, Term, 1764, the Recovery was reversed by the Judgment of the Court of *B. R.* Which Judgment of Reversal was affirmed in the House of Lords, *May* 2, 1766, and with the Opinion of all the Judges, that the Judgment in the Recovery could not be given until *Monday* the 14th of *May*, 1750, which was after the Death of the Vouchee, *Edward Swan* the Younger, and the Recovery was erroneous.

Vouchee died before the Return of the Writ of Summons, the Recovery was held erroneous.

See also the Case of *Wynne v. Wynne*, 1 *Wilson* 35, 42. where a Recovery was reversed upon Error, because the Vouchee died on the 10th of *May*, and the Writ of Summons was returnable on the *Morrow of the Ascension of our Lord*, which was the 16th of the same Month; The Error assigned was that the Vouchee died before the giving Judgment in the Recovery, upon which an Issue to the Country was joined, and a special Verdict finding the Facts; and whether the Vouchee died before Judgment or not, the Jury left to the Consideration of the Court.

See also *Stokes v. Oliver* 5 *Mod.* 209. Where a Recovery was reversed upon Error; the Error assigned was that the Vouchee was a

feme Covert, under Age and appeared by Attorney.

See also 1 *Eq. Cas. Abr.* 258, 259. in what Cases Equity will supply defects or vacate Fines and Recoveries.

On a Writ of Error to reverse a Recovery there must be a *Scire facias* against the Tertenants. *Hall & Ux' v. Woodcock.* 1 *Burro.* 361. *Trin.* 31, 32. *Geo.* 2.

What the Tertenant must, and what he may plead, *Ibid.* S.C. 361, 362. and see 3 *Mod.* 274. 4 *Mod.* 209.

A Remainder Man's right to reverse a Recovery erroneously suffered, and his method of doing it. 1 *Burro.* 412, 413.

Common Recoveries ought not to be supported where the Parties have no Power to suffer them; a Secret Feoffment under a naked Possession is not sufficient to enable one to suffer a Recovery; nor is an Estate by Wrong, Fraud, or Practice sufficient. 1 *Burro.* 116, to 119.

Upon Error to reverse a Recovery suffered at the Grand Sessions in *Wales*, Anno 5 *Annæ*, the Error assigned was that *Jane Lloyd* the Tenant in Tail who was vouched as a *Feme Sole*, was then under Coverture, and died without Issue in 1739. Wherefore the Plaintiff who was the Reversioner brings the Writ of Error; the Defendant in Error pleads a Bar by the Statute 10 *Will.* 3. c. 14. as not being a Writ of Error brought within 20 Years after suffering the Recovery; to this it was replied that his Title did not accrue till 1739, the Time of the Death of *Jane*; to this

Error to reverse a Recovery must be brought within 20 Years after the Recovery suffered.

this there was a Demurrer, and joinder in Demurrer.

After several Arguments both upon the Point of Error, and the Statute of Limitations, the Court determined only upon the latter Point, that the Writ of Error did not lie. They were of Opinion that the Statute was made to quiet Possessions, and to fix a certain Period beyond which Fines and Recoveries should not be impeached ; the Words are express, ‘ *Twenty Years after the Recovery suffered,*’ and it has not the Words that are in the Statute of Fines, ‘ *After the Title accrued.*’ And though there is a Proviso for Persons under disabilities within the twenty Years, yet *that* can only introduce the disabled Person, and not one who was never under any disability. The *Terminus a quo*, is the suffering the Recovery, and if we exceed it there will be no End ; a Reversioner after an Estate Tail that Subsists 100 Years might at this Rate reverse a Recovery ; whereas these Reversioners were never the Object of the Legislature’s Care. It is enough that he has a Chance of the Reversion’s falling *in* within 20 Years, and then he may have Error. They said they must keep to the Words as in 1 *Lev.* 31. where the Courts not being open, was held no Answer to the Statute of Limitations, as not being one of the Exceptions in it. Therefore they gave Judgment that the Plaintiff should take nothing by his Writ of Error. *Lloyd v. Vaughan.* 2 *Stran.* 1257. *Trin.* 19 *Geo.* 2.

In

In Ejectment the Defendant claimed under a Recovery, whereby it was insisted the Lessor of the Plaintiff was barred; the Recovery and Judgment thereon was found by special Verdict, but no Writ of Seisin or Execution thereof was found; so the Court of *B. R.* was of Opinion, that the Defendant could have no Advantage of the Recovery. Then the Defendant moved for a *Ve. fa. de novo*, it being a Recovery above 100 Years old, on which Execution would be presumed; and in fact there was a Writ of Seisin and Return, and this Recovery is completely found in a Cause depending on the Demise of the *Duke of Athol*: It was likewise insisted that the Minutes find this Recovery *Prout, &c.* and therefore warrant the inserting this, but the Court refused to grant a *Ve. fa. de novo*. *Lewis* on the Demise of the Earl of *Derby v. Witham*. 2 *Str.* 1185. 1 *Wilson* 48, 49.

Tenant in Tail by Purchase under a Marriage Settlement made by his Ancestor, *ex parte Maternâ*, with the Reversion in Fee by descent *ex parte Maternâ*, suffers a Common Recovery to the Use of himself in Fee, he gains a new Estate in Fee, which shall descend to his Heirs general, and there is an End of the Old Use. *Martin v. Strachan*. 2 *Str.* 1179. 1 *Wilson* 2, 66.

Gift to *Lionel Norris* and *Anne Miller*, and the Heirs of the Body of *Lionel*, Remainder to *Henry Norris* in Tail; *Lionel* in the Life of *Anne* suffers a Common Recovery, *Henry* is attainted of Treason, and all his Lands, Rights
S and

and Hereditaments, given to the Queen, and *Lionel* dies *sans* Issue.

Resolved, That by this Recovery the Jointure is severed, and a Moiety passes, and though the Writ be of the Whole, yet that is but in Abatement and no Advantage being taken, but the Writ admitted good, it bars the Estate-tail and Remainder as to a Moiety, but not for the other Moiety, because as to *that* he was no Tenant to the *Præcipe*, for *Anne* was Tenant of it; nor does it bar the Estate-tail expectant upon her Life, but as to *that* Moiety, the Recovery has its Operation against himself by Estoppel and Conclusion, but binds not the Issue in Tail, who claims *per formam doni*.

No Right in *Henry* to the Moiety, for by the Recovery whilst it remains in Force, the Remainder is barred in Respect of the intended Recompence; *ideo* if Tenant in Tail suffer an erroneous Recovery, and after disseise the Recoveree, and die, the Issue is not remitted, because whilst the Recovery remains in Force the Estate-tail is barred.

As at Common Law he in Reversion or Remainder upon an Estate for Life might have a Writ of Error upon a Judgment against Tenant for Life, though not made Party by *Aid prier*, &c. So the Statute *de donis*, which creates Remainders upon Estates-tail, (which could not be at the Common Law, because all Estates-tail were but conditional Fees) creates also all Incidents and Privileges of Remainders at the Common Law; but where he in Remainder or Reverter is not Party, he cannot bring Error till the

the particular Estate is determined; but if he be Party, he may bring it presently.

But by the Statute of 9 R. 2. c. 3. if Tenant for Life in Dower, by the Curtesy, after Possibility, lose in a *Præcipe*, he in Reversion may have Error or Attaint after the Death or in the Life of the Tenant, and then Possession and mesne Profits restored to Tenant for Life; but if Covin in him, the Reversion shall then go to the Person pursuing the Possession: This Statute extends to Remainders, though Reversions only named, but not to Reversion or Remainder upon an Estate-tail, because it is an Estate of Inheritance, &c.

Owen levies a Fine to *A.* who grants and renders to *Owen* and *Lettice* his Wife and the Heirs of the Body of *Owen*, then *Owen* suffers a Recovery wherein he vouches the Common Vouchee; adjudged, that *Lettice* took by the Fine, for tho' she be no Party to the Writ or Conufance, yet her Estate is not void but voidable. 2. The Recovery binds not the Remainder, because no Moieties between Baron and Feme, and the Baron has not Power to dispose of any Part of it, or to sever the Jointure; nor is he during her Life seised by Virtue of the Intail, nor can he execute it for any Part by any Act he can do, and the *Præcipe* being against him alone, the Recompence cannot for any Part enure to the Estate-tail or Remainder; and so this is no more than if the Baron had been Tenant in Tail in Remainder expectant upon an Estate for Life, in which Case the Recovery

binds not the Issue, because no Tenant to the *Præcipe*; nor is he seised of the Estate-tail, yet as to him it takes Effect by Estoppel and Conclusion, but the Issue may say the Father was not Tenant *tempore brevis*.

Tenant in Tail discontinues and takes back an Estate tail, and then a Writ of Right is brought against him, and he vouches the Common Vouchee; the Issue to the first Intail not barred, because the Ancestor was not seised by Force of the Intail, and so the Recompence cannot enure to it.

So if an Estate to Baron and Feme and the Heirs of their two Bodies, a Recovery against the Baron alone binds not the Estate-tail; and though in *Owen's Case* the Baron survived, yet the Law adjudges upon the Case as it was at the Time of the Recovery. 3 R.

2. 3, 4, 5.

Estate to Baron and Feme and the Heirs of the Body of the Baron, with Remainders over in Tail; the Baron levies a Fine to *A.* and *B.* against whom a Writ of Entry is brought, and they vouch the Baron, and he the Common Vouchee; *Resolved*, this Recovery bars the Remainders though the Feme not vouched, for here are good Tenants to the *Præcipe*, and the Baron coming in as Vouchee comes in in Privy of the Estate-tail, and the Recompence goes to it and to the Remainders.

Vouchee in
Privy of all
Estates.

So if *A.* Tenant in Tail, Remainder to *B.* in Tail, Remainder to *C.* in Tail, Remainder to *D.* in Fee; *A.* makes a Feoffment in Fee, Feoffee suffers a Common Recovery, in which
B.

B. is vouched, and he vouches the Common Vouchee, *A.* is not bound, but *B.* and all in Remainder over are bound; for though by the Feoffment all the Remainders were discontinued, and the Estates to *B. C.* and *D.* turned to Rights, they cannot be remitted till the Estate-tail be recontinued; yet this being a Common Assurance, he that comes in as Vouchee shall in Judgment of Law be in in Privy of all the Estates he ever had, though the precedent Estate upon which the Estate of the Vouchee depends, be discontinued.

Ideo though the Feme's Estate not recontinued, the Baron being Vouchee, is judged in as of his Estate-tail; and the Case is the stronger, because the Feme's Estate being turned to a Right, he comes in as sole Tenant in Tail; but if the Estate had been to Baron and Feme and the Heirs of their two Bodies, the Recovery would neither have barred the Intail or Remainders. *Pigott* 67, 68.

A. Tenant, to him and the Heirs-Male of his Body on the Body of his Wife, discontinues and takes back an Estate to him and the Heirs-Female of his Body by a second Wife, and discontinues again and retakes an Estate to him and the Heirs-Female of his Body, and then discontinues to *B.* against whom a Writ of Entry is brought, and he vouches *A.* who vouches the Common Vouchee, &c. and dies, and his three Issues bring several *Formedons* in *Descender*, they shall all be barred; for in Judgment of Law, when he comes in as Vouchee and enters

Hob. 255.

generally into Warranty, he comes in of all the several Estates which shall be barred in Respect of one Recompence.

Tenant for Life, and Remainder-Man in Tail, suffer a Common Recovery as Tenants to the *Præcipe*, and both vouch the Common Vouchee; this binds not the Estate-tail, because he in Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life only; and in Truth the Land is recovered against Tenant for Life solely, and the Recompence cannot vest in him in Remainder solely, because in Truth the Land is recovered against Tenant for Life, and he in Remainder was never actually seised by Force of the Intail, 3 R. 5. 3 Cro. 670.

Of the Parties to a Recovery,

Parties to a Recovery.

Demandant.

Tenant.

Vouchee.

THE Parties are the Demandant, the Tenant, and the Vouchee or Vouchees.

The Demandant is he who brings the Writ of Entry, and may be termed the Recoveror.

The Tenant is he against whom the Writ is brought, and may be termed the Recoveree.

The Vouchee is he whom the Tenant voucheth or calls to Warranty for the Land.

And such Persons (says Mr. *West*) may be Demandants, Tenants and Vouchees, in Recoveries, as may be Conufors and Conusees in Writs of Covenant.

Reversioner

Reversioner in Fee by Deed inrolled sells to *A.* and his Heirs, to the Intent *B.* may recover against him, and the Recovery be to the Use of the Reversioner for Life, the Remainder to his Sons in Tail, with other Remainders. *Resolved*, 1. The Limitation of Uses by the Deed inrolled is good. 2. The Recovery good against the Reversioner and his Heirs, tho' a Stranger Tenant of the Freehold. *Webb and Nett*, 3. Cro. 21, 9.

Tenant in Fee suffers a Recovery, it binds no collateral Interest or Title, as Condition, Covenant, Possibility, &c.

Brown devises to *Thomas* his second Son and his Heirs for ever, paying 20 *l.* to *Richard* the Youngest Son, at twenty-one; and if *Thomas* dies without Issue, living *William* the Eldest Son, then *William* to have it to him and his Heirs, paying as *Thomas* was to pay. *Thomas* enters and suffers a Recovery with single Voucher. *Resolved*, 1. *Thomas* has a Fee. 2. The Limitation to *William* is good by way of Contingency and Executory Devise, and not by way of Remainder. 3. The Recovery bars not *William*, for he has but a Possibility, which the Recompence goes not to, unless he was made Party by way of Vouchee, for then by entering into Warranty he gives his Possibility. *Pell and Brown*, 2 Cro. 590.

A Recovery doth not bar an Executory Devise.

Alien Tenant in Tail, Remainder to *C.* in Fee; Alien suffers a Common Recovery, then Office is found, the Alien dies without Issue, yet the Remainder to *C.* is barred. *Noy* 137.

Cestuy que
Trust Tenant
in Tail may
suffer a Com-
mon Reco-
very.

Cestuy que Trust Tenant in Tail, with Re-
mainders over, being in Possession under the
Trustees who have the legal Estate, may suffer
a Recovery, and though there be no good
Tenant to the *Præcipe*, yet this Recovery will
bar the Estate Tail, Remainder and Rever-
sion; for a Trust, being a Creature of Equity,
any legal Conveyance or Assurance by *Cestuy*
que Trust shall have the same Effect and Ope-
ration on the Trust, as it should have had on
the legal Estate in Case the Trustees had
joined, for otherwise Trustees by refusing to
join may hinder the Tenant in Tail of the
Liberty to dispose of his Estate, &c. *Pigott*
104.

Infants suffer-
ing Recove-
ries.

By the Common Law Infants are disabled
to suffer Common Recoveries; in all Suits
against an Infant, if he appear by Attorney
it is Error; *First*, Because it is presumed he
has not Discretion to make one, and the Law
will not put it in his Power to hurt himself.
Secondly, If he be deceived, he has no Body
against whom he may have Remedy; and
therefore if in a Common Recovery an Infant
is Tenant or Vouchee, and appears and pleads,
or vouches, either in Person or by Attorney,
it is erroneous. *Pigott* 63. But an Infant has
been admitted to suffer a Common Recovery
by his Guardian, by Privy Seal directed to
the Judges of the Common Pleas, on weighty
Reasons; as was done in *Blount's Case*, *Hob.*

1 *Ld. Raym.*
113. and See
2 *Salk* 567.
Hob. 196.
Cro. Car. 307.
10 *Rep.* 43, a

1 *Rol. Abr.* 731, 755. 1 *Vent.* 73. 2 *Saund.* 95. 1 *Sid.* 446, 321.
1 *Lev.* 142. 2 *Rol. Rep.* 85. 5 *Mod.* 209. *Godb.* 161. 1 *Mod.*
48. *Styl.* 246. 2 *Vent.* 90.

196. * And a Writ of Error was afterwards brought to reverse this very Recovery, 3 Cro. 224.

* Where on the Petition of the Infant, his Friends, Kindred and Trustees, a Privy Seal was granted by the King, directed to the Judges of the Common Pleas, declaring his Majesty's Liking, that the Infant might be admitted to suffer a Recovery of the Mannor of *Wansted*, for Payment of Debts, &c. N. 141. 1 Cro. 307. 10 R. 43.

It is there said, that many Motions of that Kind had been denied, as held inconvenient, but Conveniency was discerned by Circumstances, and therefore the Infant, who was of the Age of eighteen Years, being solely and secretly examined, and his Trustees, the Earl of *Southampton* and others, being called in open Court, and declaring it to be for the good of the Infant, the Recovery was past at Bar; the Earl of *Southampton* and the other Trustees being admitted Guardians.

Moved to pass a Recovery wherein an Infant was vouched. *Sed Negat' per Cur'*, N. 140.

In a Marriage Settlement the Husband was made Tenant for 99 Years if he so long lived, Remainder to Trustees during the Life of the Husband, &c. Remainder to the First and other Sons by the Marriage in Tail Male, Remainder to the First and other Sons of any other Wife, Remainder over. A Son is born, is of Age, the Wife is dead, and there are no other Sons by a Second Marriage; the Trust for preserving contingent Remainders descends to an Infant; if it be for the Benefit of the Family, Equity will decree the Infant Trustee to join in a Common Recovery. 1 P. Williams 536. Stat. 7. Ann. c. 19. Sec. 1 and 2. 2 Atk. 559.

A Papist being Tenant in Tail, suffered a Recovery, and declared the Uses to himself and his Heirs, this is not a Purchase within the Stat. 11, 12. Wil. 3. for it is no new Acquisition, but only a new Modification of the Family Estate. See *Comyns* 207.

A Recovery may be suffered by Tenant in Tail, who has Power to suffer it, that is to say, he must be either
Tenant

224. And the Error assigned was, *That Judgment was given by Default, he being an Infant.* But it was adjudged that this was no Error, for the Judgment was not given upon Default of the Infant, but upon Departure of the Vouchee in despite of the Court; and the Court is trusted, and will not admit a Guardian but such a one as shall be able to Answer to the Infant for his Loss, if he have any: And it is intended to be for his Advantage; And *Common Recoveries are Common Assurances of the Realm, and ought not to be shaken.* And it appeared by many Precedents such Recoveries had been suffered from Time to Time, and it would be inconvenient to avoid so many Recoveries, and it stands with Law that such Recoveries may be; and therefore Judgment was affirmed, notwithstanding *Mary Portington's Case, Co. lib. 10. fo. 44.* to the contrary.

But if such Recovery be with double Voucher, the Tenant to the *Præcipe* must be made by Fine or Feoffment; for all Deeds made by an Infant, except a Feoffment, are voidable.

But suffering Recoveries by Privy Seal is now seldom used, Bills being often passed in Parliament to enable Infants to make Settlements, &c.

Error

Tenant in Tail in Possession, or have the Concurrence of the Freeholders, claiming under the same Settlement, and this Principle is adhered to by the *Stat. 14 Geo. 2. c. 20. 2 Burro. 1072. and 1 Burr. 116, 119.*

Error by Baron and Feme to reverse a Common Recovery, wherein the Feme being an Infant did appear in Person with her former Husband, and not by Guardian, and reversed for this Cause. *Hopton and Johns*, 3 Cro. 323. It might perhaps be good where by Title, but this is by Default, and for a Common Assurance, which an Infant cannot make. *Ibid.*

Coverture is not so much favoured in Law By Feme Co- as Infancy, and therefore a Recovery by ^{vert.} Husband and Wife is good; but formerly there used to be a Writ to examine the Wife of her free Consent, but now it is omitted, though still done in the Case of a Fine*.

A Common Recovery suffered by Husband and Wife bars the Wife of her Dower.

Tenant in Tail and his Wife (who had no- ^{Recovery by} thing in the Land) suffer a Common Recovery; ^{Baron and} the Estate Tail is barred by the Recovery not- ^{Feme where} withstanding the Wife survived, for the Wife ^{the Wife had} was named only to be barred of her Dower, ^{nothing.} and forasmuch as she had not any Estate, nor no Loss, she shall not recover any Estate, nor any Recompence; and besides, the Estate recovered was an Estate Tail, as the Estate lost was, to which the Wife was a Stranger; and if she should have Recompence in Value, the Issue in Tail might enter and oust her, be-

* N. The Serjeants when they pass a Recovery at the Bar, wherein a Feme Covert is a Party, always examine her of her free Consent.

because the Loss is his and not his Wife's, and he shall not be estopped by the Conclusion of his Ancestors by joining his Wife in the Voucher. *Eare against Snow, Plowd. 514, 515.*

Baron and Feme suffer a Recovery; it bars the Feme of her Dower, yet she recovers nothing in Recompence, but common Usage and Consent of Parties make it a Bar. *Plow. 514. 2 R. 74. 10 R. 43.*

Recovery by the Husband alone where the Baron and Feme were Jointenants for Life, Remainder to the Husband in Tail.

Husband and Wife Jointenants for Life, the Remainder to the Husband in Tail; the Husband levies a Fine, and a *Præcipe* is brought against the Conusees, who vouch the Husband, who vouched over the Common Vouchee, and Judgment and Seisin had accordingly, the Wife then living; and it was resolved, that this Recovery would bind the Remainder although the Wife joins not, for here was a lawful Tenant to the *Præcipe*, the Husband coming in as Vouchee, he comes in in Privy of the Estate Tail, and not of any other Estate, and the Recompence goes to the Issue in Tail. *Cuppledike's Case, Co. l. 3. fo. 5. —S. P. Pigott 67.*

Wife Tenant for Life, Remainder to the Husband in Tail, who by Fine and Render take an Estate to the Wife for Life, Remainder to the Husband; Recovery against them as Tenants bars not the Intail.

Woman Tenant for Life, and he in Remainder in Tail being her Husband, levy a Fine *Come ceo, &c.* and the Conusee by the same Fine renders to the Wife for Life, Remainder to the Husband in Fee, and then a Common Recovery is had against the Husband and Wife to the Uses contained in the Fine: This bars not the Estate Tail, for the Fine made no Discontinuance. *Breedon's Case, Co. l. 1. fo. 76.* And by the Render they were

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were in of a new Estate, and the Recompence shall go as to that, and not to the ancient Estate; but *contra* if it had been by way of Voucher, and the Husband and Wife had come in as Vouchees. *Owen* 129, 130.

Husband conveys to the Use of himself for Life, Remainder to the Wife in Tail, Remainder to the Heirs of him and his Wife, and after they suffer a Common Recovery with single Voucher; this bars not the Intail, for the Wife had no Freehold at the Time of the Recovery, but only a Remainder, and the Husband was not seised of the Estate Tail. *Dyer* 252. *pl.* 97.

Husband Tenant for Life, Remainder to the Wife in Tail, Remains der to their Heirs; Recovery by them with single Vouchers bars not the Intail.

Devise to *A.* for Life, Remainder to *B.* in Tail, Remainder to *C.* in Fee; *A.* and *B.* intermarry, and levy a Fine to a Stranger, who renders it to the Feme for Life, Remainder to *B.* in Fee, and after *A.* and *B.* suffer a Common Recovery with single Voucher to the Use of *B.* in Fee. *Resolved*, the Fine makes no Discontinuance, but passes what they lawfully may, and none can discontinue but he that is actually seised of the Tail. 2. The Recovery is neither a Bar nor a Discontinuance of the Remainder; it is not a Bar, because he who suffered it was not seised of the same Estate Tail, but of a new Fee given by the Fine, and the Recompence goes to that, and the Recovery by Consent, which is but *quasi* a Conveyance shall not take away an Entry as one upon Title shall. *Peck and Channel*, 3 *Cro.* 827, 828.

If

Recovery by
Baron and
Feme, Tenants
in special Tail,
coming in as
Vouchees,
good.

If Baron and Feme, Tenants in special Tail
viz. to them and the Heirs of their two Bodies
join in making a Tenant to the *Præcipe*, a-
gainst whom a Writ of Entry is brought, and
they come in as Vouchees; this is a good
Common Recovery, and will bar the Estate
Tail and all Remainders.

Recovery by a
Woman of the
Inheritance,
&c. of her
Husband void.

By the *Stat. 11 H. 7. c. 20.* If any Woman
who shall have an Estate in Dower, or for
Term of Life, or in Tail, jointly with her
Husband, or only to herself, or to her Use
in any Manors, Lands, Tenements or other
Hereditaments, of the *Inheritance* or *Purchase*
of her Husband, or *given* to the said Husband
and Wife in Tail, or for Term of Life, by
any of the Ancestors of the Husband, or by
any other Person seised to the Use of the
Husband, or of his Ancestors, and shall, being
Sole, or with any after-taken Husband, dis-
continue, alien, release and confirm with War-
ranty, or suffer any Recovery of the same a-
gainst them, or any of them, or any other
seised to their Use, or to the Use of either of
them, after the Form aforesaid, that such Re-
covery, &c. shall be void and of none Effect,
and the Person or Persons to whom the Ma-
nors, Lands, &c. ought to belong after the
Decease of such Woman, to enter and possess,
&c. But not to extend to Recoveries to be
had with the Heirs next inheritable to such
Woman, nor where he or they, that next after
the Death of such Woman should have the
Estate of Inheritance in the same Manors,
Lands, &c. be assenting or agreeing to such
Re-

Recoveries, where the said Assent and Agreement be of Record, or inrolled.

B. seised in Fee levied a Fine to the Use of A Case not himself for Life, and after to the Use of his ^{within the} Wife and the Heirs Male of her Body by him ^{Letter, yet} begotten, for her Jointure, and had Issue ^{within the} Male; and after he and his Wife levied a ^{Mischief of} the Stat. 11 Fine, and suffered a Common Recovery, and ^{H. 7.} the Husband and Wife died, and the Issue Male entered by Force of this Statute; and it was held, that the Entry was lawful; and yet this Case is out of the Letter of the Statute, for she neither levied the Fine, &c. being Sole, or with any after-taken Husband, but with the Husband who made the Jointure, but being within the Mischief, is within the Remedy of this Statute. 1 *Inst.* 365. *b.*

A Case may be within the Letter of this Act, A Case may and not within the Meaning of it; as Baron ^{be within the} and Feme levy a Fine of the Wife's Land, ^{Letter, and} and the Conusee renders to them in special ^{yet not within} Tail, the Husband dies, and the Wife with a ^{the Mischief} second Husband suffers a Common Recovery; ^{of the Statute.} this is out of the Mischief of the Statute, because the Land came originally from the Wife. See the Case of *Eiston* and *Studel*, *Plow.* 463.—and *Copland* against *Pyat*, *Cro. Car.* 177.

A Man seised of Lands in Fee devises the same to his Wife in Tail general, Remainder ^{The like Case.} to J. S. in Fee, and the Wife with an after-taken Husband suffers a Recovery; held good against the Heir of the Devisor; for although this Case is within the Letter of the Statute

11 H. 7. c. 20. yet it is not within the Intent of the Statute, which extends only to Cases, where the Husband settles Lands upon his Wife by way of Jointure, to which the Issue between shall be Inheritable. *Hughes v. Clubb. Comyns* 369. See 4 Rep. 3. *Dyer* 248. Cro. Eliz. 524. *Moore* 716.

Tenant in Tail Mortgages for 500 Years, becomes a Bankrupt and dies without suffering a Common Recovery, the Assignee of the Bankrupt shall have the Estate clear of the Mortgage by the Stat. 21 Jac. 1. c. 19. Sect. 12. But if he had suffered a Recovery it would have let in the Mortgage and other Incumbrances. *Beck v. Welch. Trin.* 24 Geo. 2. B. R. 1 *Wilson* 276.

In *Formedon* in *Descender* the Tenant pleads a Recovery by the Issue in Tail in the Life of his Mother; the Jointress alledging him to be then Tenant of the Freehold, and that the Recoveror enfeoffed *Lister* and others to Uses, to whom the Mother released with Warranty; adjudged, that it cannot be intended he came to the Possession by Surrender or Forfeiture, but rather by Disseisin, or Feoffment of Disseisor, and then he being in of another Estate, the Recovery being but with single Voucher, binds it not. 2. That the Release and Warranty of the Feme works a Bar, and is not within the Statute of 11 H. 7. because it is but to perfect and corroborate the Son's Conveyance, who was the Issue in Tail, and they both together had Power to dock the Estate Tail, and all Remainders. 3. If it were in the Statute, yet it is voidable only by Entry,

Entry, and the Heir in whose Time the Forfeiture happened had before disabled himself to enter, and then his Issue shall not take Advantage of it. *Lincoln College, 3 R.*

59.

The King cannot suffer a Common Recovery, for he must be Tenant or Vouchee, and the Demandant must count against him, and Judgment must be given against him, which the Law will not permit. The King cannot suffer a Recovery.

A Writ of Entry was brought against J. S. of the Manor of D. to have a Common Recovery, who prayed in Aid of the King, by Reason of a Warranty in the King, whereby he warranted the Land; this Aid prier was instead of Voucher. The Court would not suffer the Recovery to pass, for the King shall never render in Value upon Voucher, but in such Case they ought to sue to the King by Petition to have in Value, and not by way of Voucher. *3 Cro. 68. 1 Cro. 96.* Cannot be vouched or prayed in Aid.

By the Statute 34 & 35 H. 8. c. 20. No feigned Recovery by Assent of Parties against any Tenant in Tail of any Lands given by the Crown, whereof the Reversion or Remainder at the Time of such Recovery had, shall be in the King, shall bind the Heirs in Tail, whether any Voucher be had in such Recovery or not; but after the Death of such Tenant in Tail, the Heirs in Tail may enter and enjoy the Lands, according to the Form of the Gift; the Recovery, or any other Thing done or suffered by or against such

T

Tenant

Tenant in Tail notwithstanding. *Vide 1 Inst.*
372. b.

Reversion in Fee in the King expectant upon an Estate Tail, the King grants the Reversion in Tail to *A.* *Per Coke*, Chief Justice, Though the Statute 34 *H. 8. c. 20.* doth not save this Reversion in *A.* by express Words, yet it does by a Consequence, for it preserves the first Estate Tail, and where that is not barred, no Remainder is barred. 8 R.
77.

Recovery against Tenant for Life void.

By the Statute 14 *Eliz. c. 8.* Recoveries against Tenant by the Curtesy, Tenant in Tail after Possibility of Issue extinct, or otherwise, for Term of Life, or Estate determinable upon Life, or with Voucher over against any such particular Tenant, shall be void against him in Reversion or Remainder. But this Act shall not be prejudicial to any Person who shall by good Title recover Lands by Reason of a former Right; and Recoveries of Lands by Assent of him in Reversion or Remainder, (so as such Assent appear of Record) shall be of like Force against such Person so assenting as before this Act.

Recovery against Tenant for Life who vouches Tenant in Tail, bars Remainder or Reversion in Fee.

If there be Tenant for Life, Remainder in Tail, and the Reversion or Remainder in Fee, and a *Præcipe* is brought against the Tenant for Life, and he vouch the Tenant in Tail, who vouches over the Common Vouchee; this will bar the Reversion or Remainder in Fee, although he in Reversion or Remainder never assented to the Recovery, because it was not the Intent of this Act to extend to such a Recovery in which a Tenant in Tail was

was vouched ; for he hath Power by Common Recovery, if he were in Possession, to cut off all Reversions and Remainders ; and so if Tenant for Life had surrendered to him in Remainder in Tail, he might have barred the Remainders and Reversions expectant upon his Estate. 1 *Inst.* 362. a. 3 *Cro.* 562.

Tenant in Tail bargains and sells to *A.* by Deed indented and inrolled, against whom a Writ of Entry is brought, and he vouches Tenant in Tail ; this docks all Remainders, and yet *A.* had but an Estate determinable upon the Life of Tenant in Tail : The particular Estate and Estate in Remainder are but as one Estate, and one Warranty may extend to both, and so the Recompence in Value may enure to both Estates ; and therefore it was anciently held, that a Recovery against Tenant for Life with Voucher upon true Warranty, and Recovery in Value, bound the Remainder ; but now that they are become Common Assurances ; Recovery suffered by Tenant for Life is a Forfeiture. *Jennings*, 10 *R.* 45.

The Writ of Entry must be brought against Tenant to the one that is actually seised of the Freehold by *Præcipe*. Right or Wrong, or else the Recovery is void ; for if the Tenant be not seised of the Freehold, he cannot render the Land, as the Writ commands.

John Dormer, the Father, by a Settlement made before the Marriage of his Son *John Dormer*, after limiting an Estate to his said Son, and the Heirs of his Body, limits it,

in default of such Issue, to the Use of *Robert Dormer* for 99 Years, if he so long live, and after his Death or other sooner Determination of that Estate so limited to him, to *T. S.* and *J. R.* Trustees, and their Heirs during the Life of *Robert Dormer*, upon trust to preserve the Contingent Uses therein after limited from being defeated, and after the End of the said Term, to the Use of the First, and other Sons of the said *Robert Dormer* in Tail Male with several Remainders, and the last Remainder to *Ensebe Dormer* the Father of the Lessor of the Plaintiff in the same Words as the Limitation to *Robert Dormer*. *Robert Dormer* had one Son *Fleetwood Dormer*, and when he came of Age they levied a Fine to make a Tenant to the *Præcipe*, and suffered a Recovery in which *Fleetwood* was Vouchee. By the Opinion of all the Judges, the Fine and Recovery were no Bar; for a good Estate being vested in Trustees during the Life of *Robert Dormer*, he and his Son could not by any Act defeat the Remainder Men, without the Consent, and joining of the Trustees, during the Life of *Robert Dormer*, as the Freehold was in them: The plain Intent of making *Robert Dormer* Tenant for 99 Years, was to prevent him and his Son from barring the Estates in Remainder without joining the Trustees. 3 *Atk.* 135, 136. *Smith* on the Demise of *Dormer v. Parkhurst et al.* 23 Feb. 1741, in Error in the House of Lords.

A. was Tenant for Life, Remainder to *B.* in Tail, Remainder to *C.* for Life, &c. *B.* leased

leased and released to *A.* then a *Præcipe* was brought against *A.* who vouched *B.* and *C.* and they vouched the Common Vouchee; *Holt* held that this was a good Recovery to bar the Intail, although *C.* had but an Estate for Life, and after Consideration, gave his Opinion accordingly. 2 Lord *Kayn.* 754.

The Tenant to the *Præcipe* was made by a Fine, the Recovery was suffered, and the Fine was afterward reversed, yet in a Writ of Error it was held a good Recovery, for there was a Tenant to the *Præcipe* at the Time. See *Selwyn v. Selwyn* 1134. Where a Recovery shall have Relation to the Bargain and Sale, to make a Tenant to the *Præcipe*. So that when the Whole is completed, both shall be considered as only one Conveyance to the use *ab initio*.

4. Burr. v. 2.

On a Trial at Bar, wherein the Validity of two Recoveries in 1714, and 1721 came in Question, it was ruled by the Court, that though at such a Distance of Time proper Tenants to the *Præcipe* shall be presumed where no deed appears; yet in this Case it appearing that there were Deeds inrolled for that Purpose, wherein proper Parties did not join, and the Uses were declared to have been warranted by such Deeds; the Court could not presume there were any others; and so directed the Jury to find against the Recoveries, which they did accordingly. *Ken* on the Demise of the *Earl of Portsmouth et al. v. The Earl of Effingham.* 2 *Str.* 1267. *Easter* 13 *Geo.* 2. and See 2 *Str.* 1129. as to presuming there was a good Tenant to

Of Recoveries.

the *Præcipe*. Where a Person has Power to suffer a Recovery. *Omnia præsumuntur ritè & solemniter acta*, until the Contrary appears; but if the Contrary appears, there is an End of the Presumption. See 2 *Burro.* 1072, 1073, 1074. 2 *Lutw.* 1549.

Melton and his Wife, Tenants in special Tail, Remainder to *Susan Andrews*, Remainder to the Feme in Fee; *Mense Mich.* 44 *Eliz.* *Melton* levies a Fine to the Use of him and the Feme in special Tail, Remainder to himself in Tail, Remainder to him and *B.* in Fee; 14 *November* 44 *Eliz.* the Feme dies without Issue; 1 *February* 45 *Eliz.* the Baron bargains and sells to *A.* (but no Inrolment found) and 23 *January* 45 *Eliz.* a Writ of Entry is sued against *A. tunc* Tenant of the Freehold, ret' *Cro. Pur'*: *Melton* is vouched, and a Recovery had and declared to the Use of himself in Fee, *Melton* dies, and *Andrew* enters.

Three Judges: Though no Inrolment be found, yet *A.* is found to be *tunc tenens*, which may be intended by Disseisin, the Recovery was well enough found; but they held also, that the Baron being remitted together with the Feme, was after her Death but Tenant *apres* Possibility, and so the Recovery void by Statute 14 *Eliz.*

Hobart: There is no good Tenant to the *Præcipe*, and so the Recovery is ill; for though it is sufficient if he be Tenant at any Time before the Return of the Writ, yet here it is found that the Writ was brought on the 23^d of *January*, ret' *Cro. Pur'* 3 *February*, and that

Melton was possessed till the 1st of *February*, when he made the Deed to *A.* so that the Finding him Tenant when the Writ was purchased, is false.

If there had been a good Tenant to the *Præcipe* the Recovery had been good, because the Remitter was but during the Feme's Life, and the Baron surviving, the second Estate Tail is revived, for the first Estate Tail was barred by his Fine, and he being in of the second Intail, is not within the 32 *H. 8.* or 14 *Eliz.* And he coming in as Vouchee, comes in as of all his Titles in Tail, and binds all Remainders upon any of the Estates which he had at any Time. *Duncombe* and *Wingfield*, *Hob.* 254.

A. Tenant for Life, Remainder to *B.* in Tail; if a *Præcipe* be brought against *B.* and he happens to have the Surrender of *A.* at any Time before the Recovery, the *Præcipe* is now made good; for though the Recovery to many Intents relates to the first Day of the Term, yet a Fiction shall never destroy a lawful Estate or Thing. *Noy* 126.

It has been held, that if the Tenant against A Tenant be-
whom the Writ is brought be not Tenant of fore Judgment
the Freehold at the Teste of the Writ, yet if sufficient.
he be Tenant before the Return of the Writ,
or even before Judgment, it is sufficient if
the Tenant comes to the Land by his own
Act; but if he comes to it by Act of Law, he
may abate the Writ by pleading Non-Tenure.
But by the Statute 14 *Geo. 2.* it is enacted,
That

T 4

Every

Where Recovery good tho' Fine or Deed to make the Tenant is levied or executed after Judgment in the Recovery and Award of Seisin.

Every Recovery suffered, or to be suffered, shall be deemed good and valid to all Intents and Purposes, notwithstanding the Fine or Deed making the Tenant to the Writ of Entry should be levied or executed after the Time of the Judgment given in such Recovery, and the Award of the Writ of Seisin, provided that the same appeared to be levied or executed before the End of the Term in which such Recovery was suffered, and the Persons joining in such Recovery had a sufficient Estate and Power to suffer the same. But not to make valid any Recovery already made void, or to be avoided before 16 January 1740.

The supposed Recompence being the Reason of barring the Estate Tail of the Vouchee, if Tenant to the *Præcipe* have nothing in the Land, the Demandant cannot have Execution against him, and consequently he can have no Recovery over in Value to bind him, and so the Recovery is no Bar.

Who may aver nient Tenant.

Though all Parties and Privies are estopped by the Record to say there was no Tenant to the *Præcipe*, yet the Issue in Tail who claims *per formam doni*, is not estopped to aver there was no Tenant.

If one who has nothing in the Land be made Tenant to the *Præcipe* with him that is seised of the Land, the Recovery will be good, for the Recompence in Value goes to him who lost the Estate.

Tenant for Life and he in Remainder suffer a Common Recovery, in which they vouch the

the Common Vouchee; it was holden in this Case, that it did not bar the Intail, for that he in the Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life, and the Recompence cannot vest in him in Remainder only, nor was he seised by Force of the Tail, and therefore not bound by the Recovery. *Cro. Eliz. Leech and Cote's Case.*

Tenant for Life, the Remainder in Tail, the Remainder in Fee; a Recovery was had against Tenant for Life, who vouched him in the Remainder in Tail, who vouched over the Common Vouchee; and it was adjudged it should bar him in Remainder. *Cro. Eliz. Wiseman and Crow's Case. See Co. l. 10. f.*

Jenning's Case. Et vide antea, Plowd. 514. Cuppledike's Case, Co. l. 3. fo. 5. Ow. 129. Dyer 252. & 1 Inst. 362. a.

A Tenant to the *Præcipe* may be made by Fine, Feoffment, Lease and Release, or by Bargain and Sale inrolled. Tenant to the
Præcipe how
made.

Where there have been Leases of Lands, Tenements and Hereditaments for Life or Lives, under particular Rents thereby reserved, it has been found difficult and expensive to procure Surrenders of such Freehold Leases, or the Tenants thereof, to join, in order to make Tenants to the Writs of Entry; wherefore by the Statute 14 Geo. 2. it is enacted, That all Common Recoveries suffered, or to be suffered, of any Honors, Castles, Manors, Lands, Tenements and Hereditaments, without any Surrender of such Leases, or without the Concurrence of, or any Conveyance from, such Lessee or Lessees, or

Where Recq-
very good
without the
Surrendering
of any Free-
hold Lease, or
joining of the
Lessee.
other

other Person or Persons claiming under such Lessee or Lessees, in order to make good Tenants to the Writs of Entry, shall be valid and effectual in Law. But not unless the Person or Persons intituled to the first Estate for Life, or other greater Estate, in Case there be no such Estate for Life in Being, in Reversion or Remainder, next after the Expiration of such Leases, as has, have or shall, by some lawful Act or Means convey or assure, or join in conveying or assuring an Estate for Life at the least, to such Person or Persons as has, have or shall become Tenant or Tenants to the Writ of Entry ; provided that nothing in the said Act be construed to prejudice such Lessees, or any claiming under them.

Where after
20 Years Recovery
valid, tho' Deed making
the Tenant be lost.

Every Common Recovery already suffered, or hereafter to be suffered, shall after the Expiration of twenty Years from the Time of the suffering thereof be deemed good and valid to all Intents and Purposes, if it shall appear upon the Face of such Recovery that there was a Tenant to the Writ, and if the Persons joining in such Recovery had a sufficient Estate and Power to suffer the same, notwithstanding the Deed or Deeds for making the Tenant should be lost, or not appear.
Stat. 14 Geo. 2.

Of what Things a Common Recovery may be suffered.

A Common Recovery may be suffered of such Things, and by such Names, as a Writ of Covenant for the Levying a Fine may be had, save only it may not be *de Fossato*, *Stagno*, *Piscaria*, *Carucat' terræ*, *Estoveriis*, *Homag'*, *Fidelitat'*, *Servitiis*, *de Bovata terræ*, *Marisc'*, *de Selion' terræ*, *Pomario*, *Cottogio*, *Crofto*, *Virgata terræ*, *Fodina*, *Minera*, *Mercatu*, i. e. a Ditch, a Pool, Fishery, a Plough Land, Estovers, Homage, Fealty, Services, an Oxcgang of Land, Marsh, a Selion of Land, an Orchard, Cottage, Croft, Yardland, a Quarry, Mine, Market. But though this is laid down in the old Books as a Rule, Custom has varied it in many Particulars. But it is said a Common Recovery may be suffered of an Honor, Island, Barony, Castle, Messuage, Curtilage, Dovehouse, Land, Meadow, Pasture, Underwood, Chapel, River, Warren, Rectory, View of Frankpledge, Waifs, Estrays, Felons Goods, Deodands, Furze, Heath, Moor, Tithes, &c.

A Common Recovery may also be of an annual Rent or Pension of four Marks, and of an * Advowson. *Co. l. 5. fo. 40.*

If

* Advowson.] It may be of an Advowson in Gros, and one Acre of Land in a Writ of Entry. *Sur Disseisin in le post*; but of an Advowson in Gros only, it must be by Writ of Right of Advowson. See 2 Wilson 160.

Sid. 2^o 5.

If *A.* grants a Rent to *B.* in Tail, Remainder to *C.* in Tail, the Remainder to *C.* may be barred by a Common Recovery ; but if *A.* grants a Rent to *B.* in Tail, and *B.* suffers a Common Recovery to the Use of *C.* and his Heirs on the Death of *B.* without Issue, the Rent is determined, for the Recovery cannot give the Rent a longer Continuance than the Grantor gave it. 2 *Lutw.* 1225.

Dormer's Case, 5 *R.* 40. Writ of Entry of the Manor of *F.* with the Appurtenances, and six Messuages, six Cottages, twelve Gardens, four Hundred Acres of Land, sixty Acres of Meadow, four Hundred Acres of Pasture, two Acres of Wood, sixty Acres of Furze and Heath, and forty Shillings Rent in *F.* and of one yearly Rent or Pension of four Marks, issuing out of the Church or Rectory of *F.* in the County of *Northampton* ; the Tenant vouches the Common Vouchee, and Judgment was given, Therefore it is considered, that the said *Geo.* and *J.* recover their Seisin against the said *Gal.* of the Manor, Tenements and Rent aforesaid, with the Appurtenances, and of the Advowson of the Church aforesaid, and that the said *Gal.* have of the Land of, &c.

Resolved, 1. That a Common Recovery is not to be resembled to a Judgment or Proceeding in any other Real Action, for three Causes, 1. For that by Usage and Custom it is become a Common Assurance, for it may be averred to a Use, if Tenant for Life suffer a Common Recovery, it is a Forfeiture. 2. It is had by mutual Assent, & *consensus tollit*
er-

errorem. 3. No Assurance could be of an Advowson, Common in Gross, &c. to bar Remainders or Reversions dependent on an Estate Tail; the same Law is of Common of Pasture, Franchises, Liberties and Privileges, as to have Goods of Felons, &c. Waifs, Strays, &c.

2. As to the Rent or Pension of four Marks issuing out of the Rectory, the Writ is good, there is no Incertainty, one of two several Things is not demanded, but one Thing by two Names, they are synonymous of the same Thing, more strongly here, because it is said to issue out of the Land, which a Pension cannot properly do.

3. Common Recoveries are so usual that the Judges are to take Notice that they are Common Recoveries.

A. seised for Life of a Moiety in Remainder after the Death of *B.* and of a third Part in Tail, *B.* suffers a Common Recovery of the Moiety, and vouches *A.* this is good for the third Part, for if one having Title only to a third Part suffer a Recovery of a Moiety, it is good for a third Part. *Isham and Morrice, 1 Cro. 109.*

In placing the Particulars in the *Præcipe*, the following Rules are laid down.

To place the more worthy Things before Things less worthy, as a Castle before a Manor, a Manor before a Messuage, a Messuage before a Toft or Mill, &c.

Things general before Things special, as Land before Meadow, Pasture, &c.

Intire

Intire or whole Things before Moieties or Parts.

As a further Guide observe the following Method :

‘ **T**HE Manors of *A.* and *B.* with the
 ‘ Appurtenances, and two Messuages,
 ‘ one Shop, one Toft, one Mill, one Dove-
 ‘ house, two Gardens, twenty Acres of Land,
 ‘ ten Acres of Meadow, five Acres of Pasture,
 ‘ six Acres of Wood, one Hundred Acres of
 ‘ Furze and Heath, one Hundred Acres of
 ‘ Moor, one Hundred Acres of Rush, ten
 ‘ Acres of Marsh, ten Acres of Alder, ten
 ‘ Acres of Broom, five Acres of Land cover-
 ‘ ed with Water, twenty Pounds two Shillings
 ‘ one Penny one Halfpenny and one Farthing
 ‘ Rent, and the Rent of one Pair of gilt
 ‘ Spurs, of ten Capons, of two Cocks, of
 ‘ two Hens, of five Pounds of Pepper, of
 ‘ three Cloves, and of three Pounds of
 ‘ Cumin-Seed, Common of Pasture for all
 ‘ Manner of Cattle, View of Frankpledge, free
 ‘ Warren, free Fishery, Liberty of Foldage,
 ‘ and also Fairs, Markets, Tolls, Stallage
 ‘ and Pickage, Chattels of Felons, Fugitives,
 ‘ Persons outlawed and put in *Exigent*, Deo-
 ‘ dands, Chattels waived and estrayed, with
 ‘ the Appurtenances, in *B. A. S.* and *N.* as
 ‘ also the Rectories of *A.* and *B.* with the
 ‘ Appurtenances, and all and all Manner of
 ‘ Tithes belonging and appertaining to the
 ‘ same Rectories, and also the Advowson of
 ‘ the Vicarage of the Church of *H.* And into
 ‘ which,’ &c.

And

And also this.

THE Manors of *A.* otherwise *R.* and
M. with the Appurtenances, and two
Hundred and forty Messuages, twenty
Tofts, four Water Mills for the Grinding
of Corn, one Wind Mill for the Grinding
of Corn, fifty Cellars, two Hundred and
fifty Gardens, five Hundred Acres of Land,
one Hundred Acres of Meadow, five
Hundred Acres of Pasture, twenty Acres
of Wood, five Hundred Acres of Furze
and Heath, one Hundred Acres of Marsh,
forty Shillings Rent, ten Wharfs, ten Keys,
one Fair, one Market, with the Appur-
tenances, in *M. C. T. N. P. A.* otherwise
R. P. C. otherwise *C.* otherwise *C. P. P.*
otherwise *P. T.* otherwise *T. S. D.* otherwise
M. P. P. F. G. P. H. W. H. T. otherwise
T. T. W. otherwise *T. W. C. J. S.* Town
of *F.* and Parishes of *F. M.* and *B.* and
also the Passage over the Water of *F.* and
moreover the Advowson of the Church
of *F.* and the Moiety of one sixth Part,
and two Parts of one third Part of two
Messuages, four Gardens, thirty Acres of
Land, five Acres of Meadow, thirty Acres
of Pasture, thirty Acres of Furze and
Heath, and five Acres of Marsh, with the
Appurtenances, in *T.* and in the Parish
of *B.*

By

By a Common Recovery a reputed Manor will pass. 1 *Lev.* 28.

Lieu conus.

A Recovery may be of Lands in a Place known though it be neither a Vill nor a Hamlet, as well as a Fine may of Land in *Lieu conus*, i. e. a Place known. 2 *Mod.* 49.

If one hath Interest only in the third Part of a Manor, and suffers a Recovery of the Moiety of the Manor, it is good for a Third. *Cro. Car.* 77.

Copyhold Lands.

A Common Recovery is not to be suffered in the Common Pleas of Copyhold Lands, they being only held at Will *secundum consuetudinem manerii*, and impleadable no where but in the Lord's Court*.

Lands in Ancient Demesne.

A Recovery of Lands in Ancient Demesne is good, and will stand in Force till reversed by the Lord by Writ of Disceit.

Where after 20 Years the Deed making a Tenant to the Præcipe, and declaring the Uses of a Recovery, shall be Evidence of a Recovery.

Where any Person hath or shall purchase for a valuable Consideration any Estate in Lands, Tenements or Hereditaments, whereof a Recovery is, are or was necessary to be suffered, in order to complete the Title, such a Person, and all claiming under him, having been in Possession from the Time of such Pur-

* N. Custom of a Manor to bar Intails of Copyhold Lands by Recovery or Surrender in Fee is good. See the Case of *Everal v. Smalley.* 2 *Stra.* 1197. 1 *Wilson* 26. S. C. See 1 *Atk.* 474. as to Recoveries of Customary Freeholds passing by Surrender in a Borough Court.

Purchase, shall and may, after the End of twenty Years from the Time of such Purchase, produce in Evidence the Deed or Deeds making a Tenant to the Writ of Entry, and declaring the Uses of a Recovery, and the Deed or Deeds so produced (the Execution thereof being proved) shall be deemed good Evidence for such Purchaser, and those claiming under him, that such Recovery was duly suffered and perfected, according to the Purport of such Deed or Deeds, in Case no Record can be found of such Recovery, or the same shall appear not to be regularly entered of Record ; provided that the Person making such Deed or Deeds, and declaring the Uses of a Common Recovery, had a sufficient Estate and Power to make a Tenant to the Writ of Entry, and to suffer such Common Recovery. *Stat. 14 Geo. 2.*

Common Vouchee cannot release Errors because he is named *pro forma tantum*, and has no Loss ; but if he do really render in Value, he may release, but that must be averred. *Lord Norris and Marquis of Winchester, 3 Cro. 2.*

A Table or Modus for the Returns of the Writs in a Recovery.

In a Recovery where all the Parties appeared at Bar.

Michaelmas Term.

Writ of Entry returnable

1. On the Morrow of *All Souls*.
2. On the Morrow of *St. Martin*.
3. On the *Octave* of *St. Martin*.
4. From the Day of *St. Martin* in fifteen Days.

Writ of Seisin returnable

- From the Day of *St. Martin* in fifteen Days.
- Without delay.
- Without delay.
- On the *Octave* of *St. Hilary*.

Hilary Term.

1. On the *Octave* of *St. Hilary*.

2. From the Day of *St. Hilary* in fifteen Days.

3. On the Mor. of the *Purifi.* of the Blessed *Mary*.

4. On the *Octave* of the *Purifi.* of the Blessed *Mary*.

On the *Octave* of the *Purifi.* of the Blessed *Mary*.

Without delay.

Without delay.

From the Day of *Easter* in fifteen Days.

Easter

Easter Term.

Entry returnable

1. From the Day of *Easter* in fifteen Days.
2. From the Day of *Easter* in three Weeks.
3. From the Day of *Easter* in one Month.
4. From the Day of *Easter* in five Weeks.
5. On the Morrow of the *Ascension* of our Lord.

U 2

Seisin returnable

- From the Day of *Easter* in five Weeks.
 On the Morrow of the *Ascension* of our Lord.
 Without delay.
 Without delay.
 On the *Octave* of the *Holy Trinity*.

Trinity Term.

1. On the Morrow of the *Holy Trinity*.
2. On the *Octave* of the *Holy Trinity*.
3. From the Day of the *Holy Trinity* in 15 Days.
4. From the Day of the *Holy Trinity* in 3 Weeks.

- From the Day of the *Holy Trinity* in 3 Weeks.
 Without delay.
 Without delay.
 On the Morrow of *All Souls*.

In

In a Recovery where the Vouchee comes in by Summons.

Michaelmas Term.

Writ of Entry returnable	Writ of Summons returnable	Writ of Seisin returnable
1. On the Morrow of <i>All Souls</i> .	1. From the Day of <i>St. Mar.</i> in 15 Days.	1. On the <i>Oæave</i> of <i>St. Hilary</i> .
2. On the Morrow of <i>St. Martin</i> .	2. On the <i>Oæave</i> of <i>St. Hilary</i> .	2. On the Mor. of <i>Purif</i> of the <i>Bl. Ma.</i>
3. On the <i>Oæave</i> of <i>St. Martin</i> .	3. From the Day of <i>St. Hil.</i> in 15 Days.	3. Without delay.
4. From the Day of <i>St. Mar.</i> in 15 Days.	4. On the Mor. of the <i>Purif.</i> of <i>Bl. Ma.</i>	4. Without delay.

Hilary Term.

1. On the <i>Oæave</i> of <i>St. Hilary</i> .	1. On the <i>Oæ.</i> of the <i>Purif.</i> of <i>Bl. Ma.</i>	1. From the Day of <i>Easter</i> in 15 Days.
2. From the Day of <i>St. Hil.</i> in 15 Days.	2. From the Day of <i>Easter</i> in 15 Days.	2. From the Day of <i>Easter</i> in 5 Weeks.
3. On the Mor. of the <i>Purif.</i> of <i>Bl. Ma.</i>	3. From the Day of <i>Easter</i> in 3 Weeks.	3. On the Mor. of the <i>Ascen.</i> of our Lord.
4. On the <i>Oæ.</i> of the <i>Purif.</i> of <i>Bl. Ma.</i>	4. From the Day of <i>Easter</i> in 1 Month.	4. Without delay.

Easter

Easter Term.

Writ of Entry returnable	Summons returnable	Seisin returnable
1. From the Day of Easter in 15 Days.	1. From Easter Day in 5 Weeks.	1. Without delay.
2. From the Day of Easter in 3 Weeks.	2. On the Mor. of the Ascen. of our Lord.	2. On the O ^{ssave} of the Holy Trinity.
3. From the Day of Easter in 1 Month.	3. On the Morrow of the Holy Trinity.	3. From the Day of the Holy Tr. in 3 W.
4. From the Day of Easter in 5 Weeks.	4. On the O ^{ssave} of the Holy Trinity.	4. Without delay.
5. On the Mor. of the Ascen. of our Lord.	5. From the Day of the Holy Tr. in 15 D.	5. Without delay.

Trinity Term.

1. On the Morrow of the Holy Trin.	1. From the Day of the Holy Tr. in 3 W.	1. On the Morrow of All Souls.
2. On the O ^{ssave} of the Holy Trinity.	2. On the Morrow of All Souls.	2. From the Day of St. Marr. in 15 Days.
3. From the Day of the Holy Tr. in 15 D.	3. On the Morrow of St. Martin.	3. Without delay.
4. From the Day of the Holy Tr. in 3 W.	4. On the O ^{ssave} of St. Martin.	4. Without delay.

Note;

Of the Teste
and Return of
the Writ of
Seisin.

Note ; The Writ of Seisin must bear Teste the fourth Day inclusive after the Return of the Writ of Entry or last Writ of Summons, not being a *Sunday*, or *dies non juridicus*, and must have fifteen Days between Teste and Return ; *dies non juridici* are all Days out of Term, *All Saints* and *All Souls* in *Michaelmas* Term, the Feast of the *Purification* in *Hilary* Term, *Ascension* Day in *Easter* Term, and the Feast of *St. John the Baptist*, if it happen in *Trinity* Term.

Of the first
Writ of Sum-
mons.

The Writ of Summons must bear Teste also the fourth Day inclusive from the Return of the Writ of Entry, as is said before, with Regard to the Writ of Seisin ; and there must be four Returns between the Return of the Writ of Entry and the Return of the Writ of Summons, as you will find by the above Modus, reckoning the Return of the Writ of Entry and Return of the Writ of Summons for two of the four Returns.

Of the second
Writ of Sum-
mons

If the Recovery be with treble Voucher, and the first and second Vouchees appear upon Summons, the last Writ of Summons must bear Teste the fourth Day inclusive after the Return of the first Writ of Summons, and there must be four Returns inclusive between the Return of the first Writ of Summons and the Return of the last Writ of Summons, reckoning the Return of the first Writ of Summons and the Return of the second Writ of Summons for two of the four Returns ; and for the readier finding out such fourth Return of the last Writ of Summons, and the Return

Return of the Writ of Seisin, * by the above Modus, look for the Return of the first Writ of Summons in the first Column on the Left Hand of the last Table, and opposite thereto you will find the fourth Return inclusive, which is to be the Return of the second Writ of Summons, and opposite to that you will find the proper Return of the Writ of Seisin. These Directions will serve you in Case the Recovery be with four, five or six Vouchers.

Directions how to suffer a Recovery.

THERE are two Methods of suffering a Common Recovery, the one where the Tenant or Tenants, and Vouchee or Vouchees, appear personally in Court; the other when the Tenant or Tenants, and Vouchee or Vouchees, or some of them, do not appear personally in Court, but by Attorney.

Of suffering a Common Recovery where the Parties appear in Person.

YOU draw a *Præcipe* in Paper, containing the Names of the Parties, Demandant, Tenant and Vouchee, the Manors, U. 4 Messuages,

* If there be not fifteen Days between the Teste of the Writ of Seisin, and the End of that Term wherein it bears Teste, it must be made returnable without delay. And if the Seisin be tested the last Day of any Term, it must be made returnable the first Return of the next Term.

Messuages, Lands, &c. their Qualit, Nature or Kind, and Quantity, according as the Case is, wherein the ensuing Precedents, and the Directions before given, will guide you, as thus :

A Præcipe for a Recovery with single Voucher.

Devonshire, ‘ C Ommand C. F. that justly,
to wit, ‘ &c. he render to W. M.
‘ Esq; four Messuages, four Gardens, two
‘ Hundred Acres of Land, one Hundred
‘ Acres of Meadow, three Hundred Acres of
‘ Pasture, forty Acres of Wood, and three
‘ Hundred Acres of Furze and Heath, with
‘ the Appurtenances, in E. which he claims,
‘ &c.

Tenant in Person vouches to Warranty * Thomas Francis Martin.

* *Thomas Francis Martin* is Bag-bearer to the *Custos Brevium*, who is always the Common Vouchee.

A Præcipe for a Recovery with double Voucher.

Berkshire, ‘ C Ommand William Jackson, Gent.
to wit, ‘ that justly, &c. he render to
‘ Thomas White, Gent. two Messuages, fifty
‘ Acres

Acres of Land, eight Acres of Meadow,
twenty-four Acres of Pasture, fourteen
Acres of Willows, and Common of Pasture
for all Manner of Cattle, with the Appur-
tenances, in L. and O. and also the Rectory
of O. with the Appurtenances, and also all
and all Manner of Tithes, Oblations, Ob-
ventions and Emoluments to the said Rec-
tory belonging or appertaining, which he
claims, &c.

*Tenant in Person vouches to War-
ranty Roger Blagrave, Esq;
who in Person vouches Tho-
mas Francis Martin.*

*A Præcipe for a Recovery with treble
Voucher.*

Salop, to wit, *C*ommand Timothy Cradock,
Gent. that justly, &c. he
render to Gilbert Leighton, Gent. the Manor
of A. with the Appurtenances, and ten
Messuages, ten Tofts, four Corn Wind-
mills, ten Dovehouses, ten Gardens, five
Hundred and sixty Acres of Land, one
Hundred and fifty Acres of Meadow, one
Thousand three Hundred and fifty Acres
of Pasture, one Hundred and fifty Acres
of Wood, six Hundred Acres of Furze and
Heath, four Hundred Acres of Moor,
fifty Acres of Rush, forty Acres of Alder,
thirty Acres of Broom, twenty Acres of
Land covered with Water, free Fishery in
the

Of Recoveries.

‘ the Water of B. Liberty of Foldage, free
 ‘ Warren, View of Frankpledge, and what-
 ‘ soever belongs to the View of Frank-
 ‘ pledge, with the Appurtenances, which
 ‘ he claims, &c.

*Tenant in Person vouches to War-
 ranty Otho Hughes, Gent. who
 in Person vouches Edward Da-
 vies, Gent. who also in Person
 vouches Thomas Francis Mar-
 tin.*

*A Præcipe for a Recovery with a qua-
 druple Voucher.*

*Middlesex, ‘ Command W. L. that justly,
 to wit, ‘ &c. he render to to W. G.
 ‘ and R. H. one Messuage, one Garden,
 ‘ forty Acres of Land, sixty Acres of Mea-
 ‘ dow, sixty Acres of Pasture, and thirty
 ‘ Acres of Wood, with the Appurtenances,
 ‘ in S. and Common of Pasture for all
 ‘ Manner of Cattle in Enfield, which they
 ‘ claim, &c.*

*Tenant in Person vouches to War-
 ranty J. C. who in Person
 vouches F. C. who also in Per-
 son vouches W. S. who likewise
 in Person vouches Thomas
 Francis Martin.*

A Præcipe for a Recovery with five Vouchers.

Worcestershire, ‘ *C*ommand Lewis Davys,
to wit, ‘ *G*ent. that justly, &c.
‘ he render to Samuel Wilkes, Gent. six Mes-
‘ suages, four Tofts, eight Gardens, three
‘ Hundred Acres of Land, sixty Acres of
‘ Meadow, and four Hundred Acres of Pa-
‘ sture, with the Appurtenances, in *D. W.*
‘ &c. as also four Salt-pits and sixteen Boil-
‘ eries of Salt Water, with the Appurte-
‘ nances, in the said Towns of *D. W.* &c.
‘ which he claims, &c.

*Tenant in Person vouches to War-
ranty Christopher Spooner,
who in Person vouches Bartho-
lomew Jefferson, who also in
Person vouches Theophilus
Greenwood, who likewise in
Person vouches Herbert Vin-
cent, who likewise in Person
vouches over Thomas Francis
Martin.*

A Præcipe for a Recovery with six Vouchers.

Lincolnshire, ‘ *C*ommand Salathiel Carney,
to wit, ‘ *G*ent. that justly, &c. he
‘ render to Jonathan Stubblehill, Gent. the
‘ Manors of *G. L.* and *A.* with the Appurte-
‘ nances,

Of Recoveries.

' nances, and the Scite of the Manor of D.
 ' with the Appurtenances, and also twenty
 ' Messuages, twelve Tofts, four Mills,
 ' twenty Dovehouses, thirty Gardens, two
 ' Thousand Acres of Land, three Hundred
 ' Acres of Meadow, one Thousand and five
 ' Hundred Acres of Pasture, one Hundred
 ' and fifty Acres of Wood, two Hundred
 ' Acres of Moor, two Thousand Acres of
 ' Marsh, one Hundred and fifty Acres of
 ' Land covered with Water, ten Pounds
 ' thirteen Shillings and Fourpence Rent,
 ' Common of Pasture for all and all Man-
 ' ner of Cattle, Common of Turbary, Com-
 ' mon of Estovers, Pasture for one Hundred
 ' Oxen and four Hundred and fifty Sheep,
 ' free Fishery in the Water of L. free War-
 ' ren, a Fair and Market, View of Frank-
 ' pledge, Goods and Chattels of Felons and
 ' Fugitives, with the Appurtenances, in G.
 ' L. A. C. F. R. &c. and also the Rectories
 ' of G. L. C. and R. and the Prebend of the
 ' Church of L. with the Appurtenances, and
 ' also the Advowsons of the Vicarages of
 ' the Churches of A. and F. which he claims,
 ' &c.

*Tenant in Person vouches to War-
 ranty Uriah Turbervil, Gent.
 who in Person vouches An-
 drew Mitcham, Gent. who al-
 so in Person vouches over Con-
 rade Arpin, Gent. who like-
 wise in Person vouches over
 Silvester Parsons, Gent. who*

likewise

likewise in Person vouches over Abraham Goring, Gent. who also in Person further vouches over Thomas Francis Martin.

The *Præcipe* being wrote fair on Paper, or Parchment, you attend with the Tenant and Vouches (if any) at the Court of Common Pleas at *Westminster*, and deliver the Paper *Præcipe* to one of the Serjeants at the Bar, who with some of his Brethren, will count upon it, then the Serjeant will set his Name to it, and any of the Prothonotaries will write upon it, *that the Appearance of the Tenant, or of the Tenant and Vouchee, is or are recorded by the Court.*

If it be a Recovery with single Voucher, three Serjeants plead, *viz.* One for the Demandant, one for the Tenant, and one for the Common Vouchee.

If it be a Recovery with double Voucher, four Serjeants plead; if with treble Voucher, five Serjeants plead; and if with *quadruple* Voucher, six Serjeants plead.

The Serjeants Pleading is generally in a short and concise Manner, except on a Recovery suffered by a Nobleman or Peer of the Realm, when they count in full Form, *i. e.* recite the Pleading of each Party as set forth in the Entry of the Recovery almost *verbatim*.

As the Pleading of the Serjeants on a Common Recovery is only the Substance of the Entry on the Roll, you will see in what Manner

Manner they count on Recoveries with double and treble Vouchers, by perusing the Entries of such Recoveries.

Having thus passed the Recovery at Bar, you carry this *Præcipe*, and also a Copy of it, to the Cursitor of the County where the Lands lie, who will thereupon make out a Writ of Entry *Sur disseisin in le post*, which is in this Form :

Writ of Entry
Sur disseisin
in le post.

GEORGE the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To the Sheriff of *Yorkshire*, Greeting: Command *Capel Billingsley*, that justly and without delay he render to *Edward Green*, Esq; twenty Acres of Land, with the Appurtenances, in *Carleton*, which he claimeth to be his Right and Inheritance, and into which the said *Capel* hath not Entry, but after the Disseisin which *Hugh Hunt* thereof unjustly and without Judgment made to the said *Edward* within thirty Years now last past, as he saith, and whereof he complaineth that the aforesaid *Capel* deforceth him; and unless he shall do it, and the said *Edward* shall secure you for Prosecuting his Complaint, then summon by good Summoners the aforesaid *Capel*, that he be before our Justices at *Westminster* on the Morrow of *All Souls*, to shew wherefore he will not do it; and have you there the Summoners, and this Writ. Witness ourself, at *Westminster* the ninth Day of *October* in the twelfth Year of our Reign.

Stamp 5 s.

When

When you have got the Writ of Entry, you carry it to the Alienation-Office to be compounded, in like Manner as a Writ of Covenant for a Fine; then you must get the Attorney General's Hand to it, for which you pay 10 s. then get it, together with the Writ of Seisin, returned at the Return-Office kept at the Prothonotary's Office in the Temple; the Return is in this Manner:

Pledges of Prosecuting, { *John Doe,*
Richard Roe.

Summoners, { *John Denn,*
Richard Fenn.
A. B. Esq; Sheriff.

You pay for returning the Writ of Entry and Writ of Seisin 1 s. 6 d. each.

Whilst the Writ of Entry, &c. is passing through the several Offices, you may prepare the Entry of your Recovery, which you draw up according to the Nature of the Case, in one of the following Forms.

The Form of a Recovery suffered at Bar with single Voucher.

Devonshire, ' *W. M.* Esq; in his proper Writ of Entry
 to wit, ' Person demandeth against returnable
 ' C. F. four Messuages, four Gardens, two from the Day
 ' Hundred Acres of Land, one Hundred of St. Martin
 ' Acres of Meadow, three Hundred Acres of in 15 Days.
 ' Pasture, forty Acres of Wood, and three The Ingross-
 ' Hundred ment must be
 on a Roll of
 that Term

wherein the
Writ of Entry
is returnable.
N. B. Pursue
the very
Words of the
Writ of Entry.

Hundred Acres of Furze and Heath, with the Appurtenances, in *E.* as his Right and Inheritance, and into which the same *C.* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *W.* within * thirty Years, &c. And whereupon he sayeth that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

† The Com
mon Vouchee.

And the aforesaid *C.* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty † *Thomas Francis Martin*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements aforesaid, with the Appurtenances, &c. And hereupon the said *W.* demandeth against him the said *Thomas Francis*, Tenant by his own Warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Tenements aforesaid, with the Appur-



* No Person or Persons shall sue, have or maintain any Action for any Manors, Lands, Tenements or other Hereditaments, of or upon his or their own Seisin or Possession therein, above thirty Years next before the Teste of the Original of the same Writ hereafter to be brought. Stat. 32 H. 8. c. 2. s. 3.

purtenances, in his Demefne as of Fee and Right, * in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the aforesaid *Thomas Francis* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh* did not disseise the said *W.* of the Tenements aforesaid, with the Appurtenances, as the said *W.* by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the County, &c.

And the said *W.* thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said *W.* cometh again here into Court in this same Term in his proper Person, and the said *Thomas Francis*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *W.* do recover his Seisin against the said *C.* of the Tenements aforesaid, with the Appurtenances, and that the said *C.* have of the Land of the said *Thomas Francis* to the Value, &c. and the said *Thomas Francis* in Mercy, &c. And hereupon the *Mercy*, aforesaid *W.* prays the Writ of the Lord the King, to be directed to the Sheriff of the

X

County

* In all real Actions the Explees, or Taking of the Profits, are laid *tempore pacis*; for if they were taken *tempore belli*, they are not accounted of in Law. 1 *Inst.* 249. b.

Of Recoveries.

County aforesaid, to cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him, * returnable here on the *Oclave* of *St. Hilary*, &c. † at which Day the aforesaid *W.* cometh here into Court in his proper Person, and the Sheriff, namely *F. W.* Esq; now returneth that he, by Virtue of the aforesaid Writ to him directed, ‡ on the — Day of — last past, did cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the aforesaid *W.* as by the said Writ he was commanded, &c.

The Entry of a Recovery with double Voucher.

Berkshire, ‘ *Thomas White*, Gent. in his to wit, ‘ proper Person demandeth against *William Jackson*, Gent. two Messuages, two Tofts, one Fulling Mill, two Dovehouses, two Gardens, one Hundred Acres of Land, thirty Acres of Meadow,

‘ two

* *Vide postea* the Directions for making out the Writ of Seisin.

† When the Writ of Seisin is returnable *indilate*, you say, *Afterwards, that is to say, the — Day of —* [the last Day of the Term, unless Sunday] *in this same Term the said W. comes here, &c.*

‡ Any Day between the Teste and Return of the Writ of Seisin, by which a Man may be supposed to have rode from *Westminster* to the Place where the Land lies.

two Hundred Acres of Pasture, five Acres
of salt Marsh, twenty Acres of fresh Marsh,
seventy Shillings Rent, and Common of
Pasture for all Manner of Cattle, with the
Appurtenances, in L. and O. and also the
Advowson of the Parochial Church of O. as
his Right and Inheritance, and into which
the same *William* hath not Entry but after
the Disseisin, which *Hugh Hunt* thereof un-
justly, and without Judgment hath made to
the said *Thomas* within thirty Years, &c.
And whereupon he saith, that he was seised
of the Tenements, Rent and Common
aforesaid, with the Appurtenances, in his
Demefne, as of Fee and Right, and of the
Advowson aforesaid, as of Fee and Right,
in Time of Peace, in the Time of our
Lord the King that now is, by taking the
Profits thereof to the Value, &c. and into
which, &c. and thereof he bringeth Suit,
&c.

And the said *William* in his proper Person
cometh and defendeth his Right, when, &c.
and thereupon voucheth to Warranty *Roger*
Blagrove, Esq; who is present here in Court
in his proper Person, and freely warranteth
to him the Tenements, Rent and Common
aforesaid, with the Appurtenances, and the
Advowson aforesaid, &c. And hereupon
the said *Thomas* demandeth against the said
Roger Tenant by his own Warranty, the
Tenements, Rent and Common aforesaid,
with the Appurtenances and the Advowson
aforesaid, in Manner aforesaid, &c. And
whereupon he saith, that he was seised of

the Tenements, Rent and Common afore-
 said, with the Appurtenances, in his De-
 meſne, as of Fee and Right, and of the
 Advowſon aforeſaid, as of Fee and Right,
 in Time of Peace, in the Time of our
 Lord the King that now is, by taking the
 Profits thereof to the Value, &c. and into
 which, &c. and thereof he brought Suit,
 &c.

And the ſaid *Roger Tenant* by his own
 Warranty defends his Right, when, &c.
 And thereupon further voucheth to War-
 ranty *Thomas Francis Martin*, who is preſent
 here in Court in his proper Perſon, and
 freely warranteth to him the Tenements,
 Rent and Common aforeſaid, with the Ap-
 purtenances, and the Advowſon aforeſaid,
 &c. And hereupon the ſaid *Thomas* demand-
 eth againſt him the ſaid *Thomas Francis* Te-
 nant by his own Warranty, the Tenements,
 Rent and Common aforeſaid; with the
 Appurtenances, and the Advowſon afore-
 ſaid, in Manner aforeſaid, &c. And where-
 upon he ſaith, that he was ſeiſed of the
 Tenements, Rent and Common aforeſaid,
 with the Appurtenances in his Demefne
 as of Fee and Right, and of the Ad-
 vowſon aforeſaid, as of Fee and Right, in
 Time of Peace, in the Time of our Lord
 the King that now is, by taking the Pro-
 fits thereof to the Value, &c. and into
 which, &c. and thereupon he bringeth
 Suit, &c.

And the aforeſaid *Thomas Francis* Tenant
 by his own Warranty defendeth his Right,
 when

when, &c. and saith, that the said *Hugh* did not disseise the said *Thomas White* of the Tenements, Rent and Common aforesaid, with the Appurtenances, and of the Advowson aforesaid, as the said *Thomas* by his said Writ and Declaration above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *Thomas White* thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said *Thomas* cometh again here into Court in this same Term in his proper Person, and the said *Thomas Francis*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Thomas White* do recover his Seisin against the said *William* of the Tenements, Rent and Common aforesaid, with the Appurtenances, and of the Advowson aforesaid, and that the said *William* have of the Land of the aforesaid *Roger* to the Value, &c. And that the said *Roger* have over of the Land of the said *Thomas Francis* to the Value, &c. and the said *Thomas Francis* in * Mercy, &c. And hereupon the said *Thomas White* prays † the Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements, Rent and Common aforesaid, with the Appurtenances, and of the Advowson

X 3

* Mercy

* Mercy. This Word must be written in the Margin of the Roll,

† Or the Writ.

Of Recoveries.

' vowson aforesaid, to be delivered to him;
 ' and it is granted to him, returnabled here
 ' from the Day of *St. Martin* in fifteen Days,
 ' &c. at which Day the said *Thomas White* com-
 ' eth here into Court in his proper Person, and
 ' the Sheriff, namely Sir *A. B. Knt.* now re-
 ' turneth that he, by Virtue of the aforesaid
 ' Writ to him directed on the twenty-third
 ' Day of *November* last past, did cause full
 ' Seisin of the Tenements, Rent and Common
 ' aforesaid, with the Appurtenances, and of
 ' the Advowson aforesaid, to be delivered to
 ' the aforesaid *Thomas White*, as by the said
 ' Writ he was commanded,' &c.

*The Entry of a Recovery with treble
 Voucher on the Roll, all the Parties ap-
 pearing at Bar.*

Nota; There are no Com-
 ma's or Points in any Records
 whatever, and therefore in
 the Entries of Recoveries
 you must not make any if
 you would enter or exem-
 plify them in a Clerk-like
 Manner.

Salop, ' *Gilbert Leighton*, Gent. in his
 ' proper Person demandeth a-
 ' gainst *Timothy Cradock*, Gent. the Manor of
 ' *A.* with the Appurtenances, and ten Mes-
 ' suages, ten Tofts, four Corn Windmills, ten
 ' Dovehouses, ten Gardens, five Hundred
 ' and sixty Acres of Land, one Hundred and
 ' fifty Acres of Meadow, one Thousand
 ' three Hundred and fifty Acres of Pasture,
 ' one Hundred and fifty Acres of Wood, six
 ' Hundred Acres of Furze and Heath, four
 ' Hundred Acres of Moor, fifty Acres of
 ' Rush, forty Acres of Alder, thirty Acres of
 ' Boom, twenty Acres of Land covered with
 ' Water, free Fishery in the Water of *B.*

Liberty of Foldage, free Warren, View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in *A. B. C.* and *D.* as his Right and Inheritance, and into which the same *Timothy* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *Gilbert* within thirty Years, &c. And whereupon he saith, that he was seised of the Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Timothy* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Otho Hughes*, Gent. who is present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, to the said *Timothy*, &c. And hereupon the said *Gilbert* demandeth against the aforesaid *Otho*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge

‘ and whatsoever belongs to View of Frank-
 ‘ pledge, with the Appurtenances, in Manner
 ‘ aforesaid, &c. And whereupon he saith,
 ‘ that he was seised of the aforesaid Manor,
 ‘ Tenements, free Fishery, Liberty of Fol-
 ‘ dage, free Warren, and View of Frank-
 ‘ pledge, and whatsoever belongs to View of
 ‘ Frankpledge, with the Appurtenances, in
 ‘ his Demesne, as of Fee and Right, in
 ‘ Time of Peace, in the Time of our Lord
 ‘ the King that now is, by taking the Pro-
 ‘ fits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the said *Otho* Tenant by his own
 ‘ Warranty defendeth his Right when, &c.
 ‘ And thereupon further voucheth to War-
 ‘ ranty *Edward Davies*, Gent. who is likewise
 ‘ present here in Court in his proper Person,
 ‘ and freely warranteth the aforesaid Manor,
 ‘ Tenements, free Fishery, Liberty of Fol-
 ‘ dage, free Warren, and View of Frank-
 ‘ pledge, and whatsoever belongs to View of
 ‘ Frankpledge, with the Appurtenances, to
 ‘ the said *Otho*, &c. And hereupon the said
 ‘ *Gilbert* demandeth against the said *Edward*,
 ‘ Tenant by his own Warranty, the aforesaid
 ‘ Manor, Tenements, free Fishery, Liberty
 ‘ of Foldage, free Warren, and View of Frank-
 ‘ pledge, and whatsoever belongs to View
 ‘ of Frankpledge, with the Appurtenances,
 ‘ in Manner aforesaid, &c. And whereupon
 ‘ he saith, that he was seised of the afore-
 ‘ said Manor, Tenements, free Fishery,
 ‘ Liberty of Foldage, free Warren, and
 ‘ View

View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Edward* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *Thomas Francis Martin*, who is likewise present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, to the said *Edward*, &c. And hereupon the said *Gilbert* demandeth against the said *Thomas Francis*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, That he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to Frankpledge, with the Appurtenance, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which,

‘ which, &c. and thereof he bringeth Suit,
‘ &c.

‘ And the said *Thomas Francis* Tenant by
‘ his own Warranty defendeth his Right,
‘ when, &c. and saith, that the said *Hugh*
‘ did not disseise the said *Gilbert* of the said
‘ Manor, Tenements, free Fishery, Liberty
‘ of Foldage, free Warren, and View of
‘ Frankpledge, and whatsoever belongs to
‘ View of Frankpledge with the Appurte-
‘ nances, as the said *Gilbert* by his Writ and
‘ Declaration aforesaid above doth suppose;
‘ and of this he putteth himself upon the
‘ Country, &c.

‘ And the said *Gilbert* thereupon craveth
‘ Leave to imparl, and he hath it, &c. And
‘ afterward the said *Gilbert* cometh again here
‘ into Court in this same Term in his proper
‘ Person, and the said *Thomas Francis*, al-
‘ though solemnly called, cometh not again,
‘ but departed in Contempt of the Court,
‘ and maketh Default: Therefore it is * con-
‘ sidered, that the said *Gilbert* do recover his
‘ Seisin against the said *Timothy* of the a-
‘ foresaid Manor, Tenements, free Fishery,
‘ Liberty of Foldage, free Warren, and View
‘ of Frankpledge, and whatsoever belongs to
‘ the View of Frankpledge, with the Appur-
‘ tenances, and that the said *Timothy* have of
‘ the Land of the said *Otho* to the Value, &c.
‘ And further, that the said *Otho* have of the
‘ Land

* Some Clerks write *adjudged*, but it is considered seems
the best Translation of *Consideratum est*.

Land of the aforesaid *Edward* to the Value,
 &c. And furthermore, that the said *Edward*
 have over of the Land of the aforesaid
Thomas Francis to the Value, &c. and the
 said *Thomas Francis* in * Mercy, &c. And
 hereupon the said *Gilbert* prays the Writ of
 the Lord the King, to be directed to the
 Sheriff of the County aforesaid, to cause full
 Seisin of the aforesaid Manor, Tenements,
 free Fishery, Liberty of Foldage, free
 Warren, and View of Frankpledge, and
 whatsoever belongs to the View of Frank-
 pledge, with the Appurtenances, to be de-
 livered to him, and it is granted to him,
 returnable here from the Day of *St. Martin*
 in fifteen Days, &c. at which Day the said
Gilbert cometh here into Court in his proper
 Person, and the Sheriff, namely Sir *S. T.*
Bart. now returneth that he, by Virtue of
 the aforesaid Writ to him directed, on the
 twenty-second Day of *November* last past,
 did cause full Seisin of the aforesaid
 Manor, Tenements, free Fishery, Liberty
 of Foldage, free Warren, and View of
 Frankpledge, and whatsoever belongs to the
 View of Frankpledge, with the Appurte-
 nances, to be delivered to the aforesaid
Gilbert, as by the said Writ he was com-
 manded, &c.

The

* You must write the Word *Mercy* in the Margin of
 the Roll.

*The Entry of a Recovery with quadruple
Vouchers, all the Parties appearing in
Person at the Bar,*

Middlesex, ‘ *W.* G. and *R. H.* in their proper
to wit, ‘ *W.* Persons demand against *W.*
‘ *L.* one Messuage, one Garden, forty Acres
‘ of Land, sixty Acres of Meadow, sixty
‘ Acres of Pasture, and thirty Acres of
‘ Wood, with the Appurtenances, in *S.* and
‘ Common of Pasture for all Manner of
‘ Cattle in *Enfield*, as their Right and Inheri-
‘ tance, and into which the said *W. L.* hath
‘ not Entry but after the Disseisin, which *Hugh*
‘ *Hunt* thereof unjustly and without Judg-
‘ ment made to the aforesaid, *W. G.* and *R.*
‘ *H.* within thirty Years, &c. And where-
‘ upon they say, that they were seised of the
‘ Tenements and Common aforesaid, with
‘ the Appurtenances, in their Demesne, as of
‘ Fee and Right, in Time of Peace, in the
‘ Time of our Lord the King that now is, by
‘ taking the Profits thereof to the Value, &c.
‘ and into which, &c. and thereof they bring
‘ Suit, &c.
‘ And the aforesaid *W. L.* in his proper
‘ Person cometh and defendeth his Right,
‘ when, &c. and thereupon voucheth to War-
‘ ranty *J. C.* who is present here in Court in
‘ his proper Person, and freely warranteth to
‘ him the Tenements and Common aforesaid,
‘ with the Appurtenances, &c. And here-
‘ upon the said *W. G.* and *R. H.* demand
‘ against

against the said *J. C.* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *J. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *F. C.* who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *F. C.* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *F. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over

to Warranty *W. S.* who is also present here
 in Court in his proper Person, and freely
 warranteth to him the Tenements and
 Common aforesaid, with the Appurtenances,
&c. And hereupon the aforesaid *W. G.* and
R. H. demand against the said *W. S.* Tenant
 by his own Warranty, the Tenements and
 Common aforesaid, with the Appurtenances,
 in Manner aforesaid, *&c.* And whereupon
 they say, that they were seised of the Tene-
 ments and Common aforesaid, with the Ap-
 purtenances, in their Demesne, as of Fee and
 Right, in Time of Peace, in the Time of
 our Lord the King that now is, by taking
 the Profits thereof to the Value, *&c.* and
 into which, *&c.* and thereupon they bring
 Suit, *&c.*

And the aforesaid *W. S.* Tenant by his
 own Warranty defendeth his Right, when,
&c. And thereupon further voucheth over
 to Warranty *Thomas Francis Martin*, who is
 also present here in Court in his proper
 Person, and freely warranteth to him the
 Tenements and Common aforesaid, with
 the Appurtenances, *&c.* And hereupon
 the aforesaid *W. G.* and *R. H.* demand a-
 gainst the said *Thomas Francis*, Tenant by
 his own Warranty, the Tenements and
 Common aforesaid, with the Appurtenances
 in Mann r aforesaid, *&c.* And whereupon
 they say, that they were seised of the Tene-
 ments and Common aforesaid, with the
 Appurtenances, in their Demesne as of Fee
 and Right, in Time of Peace, in the Time
 of our Lord the King that now is, by taking
 the

the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *Thomas Francis* Tenant, by his own Warranty defendeth his Right, when, &c. and saith, that the aforesaid *Hugh Hunt* did not disseise the aforesaid *W. G.* and *R. H.* of the Tenements and Common aforesaid, with the Appurtenances, as the said *W. G.* and *R. H.* by their Writ and Declaration above suppose; and of this he putteth himself upon the Country, &c.

And the aforesaid *W. G.* and *R. H.* thereupon crave Leave to imparl, and they have it, &c. And afterwards the said *W. G.* and *R. H.* come again here into Court in this same Term in their proper Persons, and the said *Thomas Francis*, although solemnly * demanded, cometh not again, but * Or called. departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the aforesaid *W. G.* and *R. H.* do recover their Seisin against the said *W. L.* of the Tenements and Common aforesaid, with the Appurtenances; and that the said *W. L.* have of the Lands of the aforesaid *J. C.* to the Value, &c. and that the aforesaid *J. C.* have of the Land of the aforesaid *F. C.* to the Value, &c. and that the aforesaid *F. C.* have over of the Land of the aforesaid *W. S.* to the Value, &c. and that the said *W. S.* have over of the Land of the said *Thomas Francis* to the Value, &c. Mercy. and the said *Thomas Francis* in Mercy, &c.

And hereupon the aforefaid *W. G.* and
R. H. pray the Writ of our Lord the
King, to be directed to the Sheriff of the
County aforefaid, to caufe them to have
full Seifin of the Tenements and Common
aforefaid, with the Appurtenances, and it is
granted to them, returnable here in fifteen
Days from the Day of *St. Martin, &c.* at
which Day the aforefaid *W. G.* and *R. H.*
come here into Court in their proper
Persons, and the Sheriff, to wit, *G. H. Esq;*
and *J. L. Knt.* now returns that he, by
Virtue of the aforefaid Writ to him di-
rected, on the twelfth Day of *November*
laft paft, * caufed the aforefaid *W. G.* and
R. H. to have full Seifin of the Tenements
and Common aforefaid, with their Appur-
tenances, as by the faid Writ he was com-
manded, &c.

The two Per-
fons named
Sheriffs of
London are
one Sheriff of
Middlefex, fo
they are called
Sheriff fingu-
larly.

*The Entry of a Recovery with five Vouch-
ers, the Parties in Person.*

Count againft *Worcefterfhire,* * *Samuel Wilkes,* Gent. in his
Tenant. to wit, proper Person demandeth
againft *Lewis Davys,* Gent. fix Meffuages,
four Tofts, eight Gardens, three Hundred
Acres of Land, fixty Acres of Meadow,
and four Hundred Acres of Pasture, with
the

* Or, Caufed full Seifin of the Tenements and Com-
mon aforefaid, with the Appurtenances, to be delivered
to the faid *W. G.* and *R. H.* ; but to have full Seifin is
beft.

the Appurtenances, in *D. W. &c.* as also
four Salt-pits and sixteen Boileries of salt
Water, with the Appurtenances, in the said
Townes of *D. W. &c.* as his Right and In-
heritance, and into which the same *Lewis*
hath not Entry but after the Disseisin, which
Hugh Hunt thereof unjustly and without
Judgment hath made to the said *Samuel*
within thirty Years, &c. And whereupon he
saith, that he was seised of the Tenements,
Salt-pits and Boileries aforesaid, with the
Appurtenances, in his Demesne, as of Fee
and Right, in Time of Peace, in the Time
of our Lord the King that now is, by taking
the Profits thereof to the Value, &c. and
into which, &c. and thereof he bringeth
Suit, &c.

And the said *Lewis* in his proper Person ^{2.} Count.
cometh and defendeth his Right, when &c.
and thereupon voucheth to Warranty *Chris-*
topher Spooner, who is present here in Court
in his proper Person, and freely warranteth
the Tenements, Salt-pits and Boileries
aforesaid, with the Appurtenances, to the
said *Lewis*, &c. And hereupon the said Count against
Samuel demandeth against him the said first Vouchee.
Christopher, Tenant by his own Warranty,
the Tenements, Salt-pits and Boileries afore-
said, with the Appurtenances in Manner
aforesaid, &c. And whereupon he saith,
that he was seised of the Tenements, Salt-
pits and Boileries aforesaid, with the Ap-
purtenances, in his Demesne, as of Fee
and Right, in Time of Peace, in the Time
of our Lord the King that now is, by
Y taking

‘ taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereof he bringeth
 ‘ Suit, &c.

Count against
 second Vou-
 chee.

‘ And the said *Christopher*, Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Bartholomew Jefferson*, Gent. who
 ‘ is also present here in Court in his proper
 ‘ Person, and freely warranteth the Tene-
 ‘ ments, Salt-pits and Boileries aforesaid, with
 ‘ the Appurtenances, to the said *Christopher*,
 ‘ &c. And hereupon the said *Samuel* demand-
 ‘ eth against the said *Bartholomew*, Tenant by
 ‘ his own Warranty, the Tenements, Salt-
 ‘ pits and Boileries aforesaid, with the Appur-
 ‘ tenances, in Manner aforesaid, &c. And
 ‘ whereupon he says, that he was seised of the
 ‘ Tenements, Salt-pits and Boileries aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, in Time of Peace, in
 ‘ the Time of our Lord the King that now is,
 ‘ by taking Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereof he bring-
 ‘ eth Suit, &c.

Count against
 third Vou-
 chee.

‘ And the said *Bartholomew*, Tenant by his
 ‘ own Warranty, defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Theophilus Gregory*, Gent. who is
 ‘ likewise present here in Court in his
 ‘ proper Person, and freely warranteth the
 ‘ Tenements, Salt-pits and Boileries afore-
 ‘ said, with the Appurtenances, to the said
 ‘ *Bartholomew*, &c. And hereupon the said
 ‘ *Samuel* demandeth against the said *Theopbi-*
 ‘ *lus*, Tenant by his own Warranty, the
 ‘ Te-

‘ Tenements, Salt-pits and Boileries afore-
 ‘ said, with the Appurtenances, in Manner
 ‘ aforesaid, &c. And whereupon he says,
 ‘ that he was seised of the Tenements, Salt-
 ‘ pits and Boileries aforesaid, with the Ap-
 ‘ purtenances, in his Demesne, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereof he bringeth
 ‘ Suit, &c.

‘ And the said *Theophilus* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Herbert Vincent*, Esq; who is like-
 ‘ wise present here in Court in his proper Per-
 ‘ son, and freely warranteth the Tenements,
 ‘ Salt-pits and Boileries aforesaid, with the
 ‘ Appurtenances, to the said *Theophilus*, &c.

‘ And hereupon the said *Samuel* demandeth Count against
 ‘ against the said *Herbert*, Tenant by his own the fourth
 ‘ Warranty, the Tenements, Salt-pits and Vouchee.
 ‘ and Boileries aforesaid, with the Appurte-
 ‘ nances, in Manner aforesaid, &c. And
 ‘ whereupon he saith, that he was seised of
 ‘ the Tenements, Salt-pits and Boileries
 ‘ aforesaid, with the Appurtenances, in his
 ‘ Demesne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King
 ‘ that now is, by taking the Profits thereof to
 ‘ the Value, &c. and into which, &c. and
 ‘ thereof he bringeth Suit &c.

‘ And the said *Herbert* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ And thereupon further voucheth to War-

Count against
Common
Vouchee.

‘ ranty *Thomas Francis Martin*, who is like-
 ‘ wise present here in Court in his proper
 ‘ Person, and freely warranteth the Tene-
 ‘ ments, Salt-pits and Boileries aforesaid,
 ‘ with the Appurtenances, to the said *Herbert*,
 ‘ &c. And hereupon the said *Samuel* demand-
 ‘ eth against the *Thomas Francis*, Tenant by
 ‘ his own Warranty, the Tenements, Salt-
 ‘ pits and Boileries aforesaid, with the Appur-
 ‘ tenances, in Manner aforesaid, &c. And
 ‘ whereupon he saith, that he was seised of the
 ‘ Tenements, Salt-pits and Boileries aforesaid,
 ‘ with the Appurtenances, in his Demesne, as
 ‘ of Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereof he
 ‘ bringeth Suit, &c.

‘ And the aforesaid *Thomas Francis*, Tenant
 ‘ by his own Warranty defendeth his Right,
 ‘ when, &c. and saith, that the aforesaid
 ‘ *Hugh* did not disseise the said *Samuel* of the
 ‘ Tenements, Salt pits and Boileries aforesaid,
 ‘ with the Appurtenances, as the said *Samuel*
 ‘ by his Writ and Declaration aforesaid above
 ‘ doth suppose; and of this he putteth himself
 ‘ upon the Country, &c.

‘ And the said *Samuel* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterward the said *Samuel* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the said *Thomas Francis*, al-
 ‘ though solemnly called, cometh not again,
 ‘ but departed in Contempt of the Court,
 ‘ and maketh Default : Therefore it is confi-
 ‘ dered,

' dered, that the said *Samuel* do recover his
 ' Seisin against the said *Lewis* of the Tene-
 ' ments, Salt-pits and Boileries aforesaid;
 ' with the Appurtenances, and that the said
 ' *Lewis* have of the Land of the said *Christo-*
 ' *pher* to the Value, &c. And further, that
 ' the said *Christopher* have of the Land of the
 ' said *Bartholomew* to the Value, &c. And
 ' further, that the said *Bartholomew* have of
 ' the Land of the said *Theophilus* to the Value,
 ' &c. And further, that the said *Theophilus*
 ' have of the Land of the said *Herbert* to the
 ' Value, &c. And furthermore, that the
 ' said *Herbert* have over of the Land of the
 ' aforesaid *Thomas Francis* to the Value, &c.
 ' And the said *Thomas Francis* in Mercy, &c.
 ' And hereupon the said *Samuel* craves the
 ' Writ of the Lord the King, to be directed
 ' to the Sheriff of the County aforesaid, to
 ' cause full Seisin of the Tenements, Salt-pits
 ' and Boileries aforesaid, with the Appurte-
 ' nances, to be delivered to him, and it is
 ' granted to him, returnable here forthwith,
 ' &c. Afterward, that is to say, on the
 ' twenty-eighth Day of *November* in this same
 ' Term the said *Samuel* cometh here into
 ' Court in his proper Person, and the Sheriff,
 ' namely *J. W. Esq;* now returneth that he,
 ' by Virtue of the aforesaid Writ to him di-
 ' rected, on the twenty-fourth Day of the
 ' same Month of *November* did cause full
 ' Seisin of the Tenements, Salt-pits and Boi-
 ' leries aforesaid, with the Appurtenances, to
 ' be delivered to the said *Samuel*, as by the said
 ' Writ he was commanded,' &c.

*Entry of a Recovery with six Vouchers,
the Parties in Person.*

Lincolnshire, ' Jonathan Stubblebill, Gent.
to wit, ' J in his proper Person de-
' mandeth against *Salatbiel Carney*, Gent. the
' Manors of *G. L.* and *A.* with the Appurte-
' nances, and the Scite of the Manor of *D.*
' with the Appurtenances, as also twenty
' Messuages, twelve Tofts, four Mills, twenty
' Dovehouses, thirty Gardens, two Thousand
' Acres of Land, three Hundred Acres of
' Meadow, one Thousand and five Hundred
' Acres of Pasture, one Hundred and fifty
' Acres of Wood, two Hundred Acres of
' Moor, two Thousand Acres of Marsh, one
' Hundred and fifty Acres of Land covered
' with Water, ten Pounds thirteen Shillings
' and Four-pence Rent, Common of Pasture
' for all and all Manner of Cattle, Common
' of Turbary, Common of Estovers, Pasture
' for one Hundred Oxen and four Hundred
' and fifty Sheep, free Fishery in the Water
' of *L.* a Fair and Market, View of Frank-
' pledge, Goods and Chattels of Felons and
' Fugitives, with the Appurtenances, in *G.*
' *L. A. C. F.* and *R.* and also the Rectories
' of *G. L. C.* and *R.* and Prebend of the
' Church of *L.* with the Appurtenances, and
' also the Advowsons of the Vicarages of the
' Churches of *A.* and *F.* as his Right and In-
' heritance, and into which the same *Salatbiel*
' hath not Entry but after the Disseisin,
I ' which

' which *Hugh Hunt* thereof unjustly and
 ' without Judgment hath made to the said
 ' *Jonathan* within thirty Years, &c. And
 ' whereupon he saith, that he was seised of the
 ' Manors, Scite, Tenements, Rent, Com-
 ' mons, Pasture, free Fishery, Fair, Market,
 ' View of Frankpledge, Goods and Chattels
 ' of Felons and Fugitives, Rectories and
 ' Prebend aforesaid, with the Appurtenances,
 ' in his Demesne, as of Fee and Right, and
 ' of the Advowsons aforesaid, as of Fee and
 ' Right, in Time of Peace, in the Time of
 ' our Lord the King that now is, by taking
 ' the Profits thereof to the Value, &c. and
 ' into which, &c. and thereof he bringeth
 ' Suit, &c.

' And the said *Salathiel* in his proper Person
 ' cometh and defendeth his Right, when, &c.
 ' And thereupon voucheth to Warranty *Uriab*
 ' *Tubervil*, Gent. who is present here in Court
 ' in his proper Person, and freely warranteth
 ' the Manors, Scite, Tenements, Rent,
 ' Commons, Pasture, free Fishery, Fair,
 ' Market, View of Frankpledge, Goods and
 ' Chattels of Felons and Fugitives, Rectories
 ' and Prebend aforesaid, with the Appurte-
 ' nances and the Advowsons aforesaid, to the
 ' said *Salathiel*, &c. And hereupon the said Count against
 ' *Jonathan* demandeth against the said *Uriab*, the first Vou-
 ' Tenant by his own Warranty, the Manors, ^{chee.}
 ' Scite, Tenements, Rent, Commons, Pas-
 ' ture, free Fishery, Fair, Market, View of
 ' Frankpledge, Goods and Chattels of Fe-
 ' lons and Fugitives, Rectories and Prebend
 ' aforesaid, with the Appurtenances and Ad-

' vowsons aforesaid, in Manner aforesaid,
 ' &c. And whereupon he saith, that he
 ' was seised of the Manors, Scite, Tenements,
 ' Rent, Commons, Pasture, free Fishery,
 ' Fair, Market, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Rec-
 ' tories and Prebend aforesaid, with the Ap-
 ' purtenances, in his Demesne, as of Fee and
 ' Right, and of the Advowsons aforesaid, as
 ' of Fee and Right, in Time of Peace, in
 ' the Time of our Lord the King that now is,
 ' by taking the Profits thereof to the Value,
 ' &c. and into which, &c. and thereof he
 ' bringeth Suit, &c.

' And the said *Uriah* Tenant by his own
 ' Warranty defendeth his Right, when, &c.
 ' And thereupon further voucheth to Warran-
 ' ty *Andrew Mitcham*, Gent. who is likewise
 ' present here in Court in his proper Person,
 ' and freely warranteth the Manors, Scite,
 ' Tenements, Rent, Commons, Pasture, free
 ' Fishery, Fair, Market, View of Frank-
 ' pledge, Goods and Chattels of Felons and
 ' Fugitives, Rectories and Prebend aforesaid,
 ' with the Appurtenances and Advowsons a-
 ' foresaid, to the said *Uriah*, &c. And here-
 ' upon the said *Jonathan* demandeth against
 ' the said *Andrew*, Tenant by his own War-
 ' ranty, the Manors, Scite, Tenements,
 ' Rent, Commons, Pasture, free Fishery,
 ' Fair, Market, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Rec-
 ' tories and Prebend aforesaid, with the Ap-
 ' purtenances and Advowsons aforesaid, in
 ' Manner aforesaid, &c. And whereupon he
 ' saith,

Count against
 the second
 Vouchee.

saith, that he was seised of the Manors,
Scite, Tenements, Rent, Commons, Pa-
sture, free Fishery, Fair, Market, View of
Frankpledge, Goods and Chattels of Felons
and Fugitives, Rectories and Prebend a-
foresaid, with the Appurtenances, in his
Demesne, as of Fee and Right, and of
the Advowsons aforesaid, as of Fee and
Right, in Time of Peace, in the Time of
our Lord the King that now is, by taking
the Profits thereof to the Value, &c. and
into which, &c. and thereof he bringeth
Suit, &c.

And the said *Andrew* Tenant by his own
Warranty defendeth his Right, when, &c.
And thereupon further voucheth to War-
ranty *Conrade Arpin*, Gent. who is also pre-
sent here in Court in his proper Person, and
freely warranteth the Manors, Scite, Tene-
ments, Rent, Commons, Pasture, free
Fishery, Fair, Market, View of Frank-
pledge, Goods and Chattels of Felons and
Fugitives, Rectories and Prebend aforesaid,
with the Appurtenances and Advowsons a-
foresaid, to the said *Andrew*, &c. And here-
upon the said *Jonathan* demandeth against
the said *Conrade*, Tenant by his own War-
ranty, the Manors, Scite, Tenements; Rent,
Commons, Pasture, free Fishery, Fair,
Market, View of Frankpledge, Goods and
Chattels of Felons and Fugitives, Rectories
and Prebend aforesaid, with the Appurte-
nances and Advowsons aforesaid, in Man-
ner aforesaid, &c. And whereupon he saith,
that he was seised of the Manors, Scite,
Tenements,

Count against
the 3d Vou-
chee.

Tenements, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Rectories and Prebend afore-
 said, with the Appurtenances, in his De-
 mesne, as of Fee and Right, and of the
 Advowson aforesaid, as of Fee and Right,
 in Time of Peace, in the Time of our
 Lord the King that now is, by taking the
 Profits thereof to the Value, &c. and into
 which, &c. and thereof he bringeth Suit,
 &c.

And the said *Conrade* Tenant by his
 own Warranty defendeth his Right, when,
 &c. And thereupon further voucheth to
 Warranty *Silvester Parsons*, Gent. who is
 also present here in Court in his proper
 Person, and freely warranteth the Manors,
 Scite, Tenements, Rent, Commons, Pa-
 sture, free Fishery, Fair, Market, View of
 Frankpledge, Goods and Chattels of Felons
 and Fugitives, Rectories and Prebend afore-
 said, with the Appurtenances and Advow-
 sons aforesaid, to the said *Conrade*, &c.

Count against
 the 4th Vou-
 chee.

And hereupon the said *Jonathan* demanded
 against the said *Silvester*, Tenant by his
 own Warranty, the Manors, Scite, Tene-
 ments, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frankpledge,
 Goods and Chattels of Felons and Fugi-
 tives, Rectories and Prebend aforesaid,
 with the Appurtenances and Advowsons
 aforesaid, in Manner aforesaid, &c. And
 whereupon he saith, that he was seised of the
 Manors, Scite, Tenements, Rent, Commons,
 Pasture,

Pasture, free Fishery, Fair, Market, View
 of Frankpledge, Goods and Chattels of
 Felons and Fugitives, Rectories and Pre-
 bend aforesaid, with the Appurtenances, in
 his Demesne, as of Fee and Right, and of
 the Advowsons aforesaid, as of Fee and
 Right, in Time of Peace, in the Time
 of our Lord the King that now is, by
 taking the Profits thereof to the Value,
 &c. and into which, &c. and thereof he
 bringeth Suit, &c.

And the said *Silvester* Tenant by his own
 Warranty defendeth his Right, when, &c.
 And thereupon further voucheth to War-
 ranty *Abraham Goring*, Gent, who is also
 present here in Court in his proper person,
 and freely warranteth the Manors, Scite,
 Tenements, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Rectories and Prebend aforesaid,
 with the Appurtenances and Advowsons a-
 foresaid, to the said *Silvester*, &c. And
 hereupon the said *Jonathan* demandeth a-
 gainst the said *Abraham*, Tenant by his own
 Warranty, the Manors, Scite, Tenements,
 Rent, Commons, Pasture, free Fishery,
 Fair, Market, View of Frankpledge, Goods
 and Chattels of Felons and Fugitives, Rec-
 tories and Prebend aforesaid, with the Ap-
 purtenances and Advowsons aforesaid, in
 Manner aforesaid, &c. And whereupon he
 saith, that he was seised of the Manors,
 Scite, Tenements, Rent, Commons, Pa-
 sture,

Count against
 the 5th Vou-
 chee.

' stute, free Fishery, Fair, Market, View of
 ' Frankpledge, Goods and Chattels of Felons
 ' and Fugitives, Rectories and Prebend afore-
 ' said, with the Appurtenances, in his De-
 ' mese, as of Fee and Right, and of the Ad-
 ' vovsons aforesaid, as of Fee and Right,
 ' in Time of Peace, in the Time of our Lord
 ' the King that now is, by taking the Profits
 ' thereof to the Value, &c. and into which,
 ' &c. and thereof he bringeth Suit, &c.

' And the said *Abram* Tenant by his
 ' own Warranty defendeth his Right, when,
 ' &c. And thereupon further voucheth to
 ' Warranty *Thomas Francis Martin*, who is
 ' also present here in Court in his proper Per-
 ' son, and freely warranteth the Manors,
 ' Scite, Tenements, Rent, Commons, Pa-
 ' sture, free Fishery, Fair, Market, View of
 ' Frankpledge, Goods and Chattels of Felons
 ' and Fugitives, Rectories and Prebend afore-
 ' said, with the Appurtenances and Advow-
 ' sons aforesaid, to the said *Abram*, &c. And
 ' hereupon the said *Jonathan* demandeth a-
 ' gainst the said *Thomas Francis*, Tenant by
 ' his own Warranty, the Manors, Scite, Te-
 ' nements, Rent, Commons, Pasture, free
 ' Fishery, Fair, Market, View of Frank-
 ' pledge, Goods and Chattels of Felons and
 ' Fugitives, Rectories and Prebend aforesaid,
 ' with the Appurtenances and Advovsons
 ' aforesaid, in Manner aforesaid, &c. And
 ' whereupon he saith, that he was seised of
 ' the Manors, Scite, Tenements Rent, Com-
 ' mons, Pasture, free Fishery, Fair, Market,
 ' View of Frankpledge, Goods and Chattels

Count against
 the common
 Vouchee.

of

of Felons and Fugitives, Rectories and
 Prebend aforesaid, with the Appurtenances,
 in his Demefne, as of Fee and Right, and
 of the Advowsons aforesaid, as of Fee and
 Right, in Time of Peace, in the Time of
 our Lord the King that now is, by taking
 the Profits thereof to the Value, &c. and
 into which, &c. and thereof he bringeth
 Suit, &c.

And the said *Thomas Francis*, Tenant by
 his own Warranty defendeth his Right,
 when, &c. and saith, that the said *Hugh*
 did not disseise the said *Jonathan* of the
 Manors, Scite, Tenements, Rent, Com-
 mons, Pasture, free Fishery, Fair, Market,
 View of Frankpledge, Goods and Chattels
 of Felons and Fugitives, Rectories and
 Prebend aforesaid, with the Appurtenances,
 and of the Advowsons aforesaid, as the said
Jonathan by his Writ and Declaration afore-
 said above doth suppose; and of this he
 putteth himself upon the Country, &c.

And the said *Jonathan* thereupon craveth
 Leave to imparl, and he hath it, &c. And
 afterwards the said *Jonathan* cometh again
 here into Court in this same Term in his
 proper Person, and the said *Thomas Francis*,
 altho' solemnly called, cometh not again,
 but departed in Contempt of the Court,
 and maketh Default: Therefore it is con-
 sidered, that the said *Jonathan* do recover
 his Seisin against the said *Salathiel* of the
 Manors, Scite, Tenements, Rent, Com-
 mons, Pasture, free Fishery, Fair, Market,
 View of Frankpledge, Goods and Chattels
 of

of Felons and Fugitives, Rectories and Pre-
 bend aforesaid, with the Appurtenances and
 of the Advowsons aforesaid, and that the
 said *Salatbiel* have of the Land of the said
Uriab to the Value, &c. And further, that
 the said *Uriab* have of the Land of the said
Andrew to the Value, &c. And further,
 that the said *Andrew* have over of the Land
 of the said *Conrade* to the Value, &c. And
 further, that the said *Conrade* have over of
 the Land of the said *Silvester* to the Value,
 &c. And further, that the said *Silvester*
 have over of the Land of the said *Abraham*
 to the Value, &c. And furthermore, that
 the said *Abraham* have over of the Land of
 the said *Thomas Francis* to the Value, &c.
 And the said *Thomas Francis* in Mercy, &c.
 And hereupon the said *Jonathan* prays a
 Writ of the Lord the King, to be directed
 to the Sheriff of the County aforesaid, to
 cause full Seisin of the Manors, Scite, Te-
 nements, Rent, Commons, Pasture, free
 Fishery, Fair, Market, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Rectories and Prebend aforesaid,
 with the Appurtenances and of the Advow-
 sons aforesaid, to be delivered to him, and
 it is granted to him, returnable here forth-
 with, &c. Afterward, that is to say, on
 the twelfth Day of *February* in this same
 Term the said *Jonathan* cometh here into
 Court in his proper Person, and the Sheriff,
 namely Sir *T. M. Knt.* now returneth that
 he, by Virtue of the aforesaid Writ to
 him directed, on the ninth Day of the same
 Month

Month of *February* last past, caused full
Seisin of the Manors, Scite, Tenements,
Rent, Commons, Pasture, free Fishery,
fair, Market, View of Frankpledge, Goods
and Chattels of Felons and Fugitives, Rec-
tories and Prebend aforesaid, with the Ap-
purtenances and of the Advowsons aforesaid,
to be delivered to the aforesaid *Jonathan*,
as by the said Writ he was commanded,
&c.

After you have drawn out the Recovery,
you are to enter it on a Plea-Roll, which
you may have out of the Prothonotary's
Office.

You are then to exemplify it on Parchment
or Vellum, stamped with a double 5 s. Stamp,
in the following Form.

*The Exemplification of a Recovery where
the Parties appear in Person at the
Bar, and the Writ of Seisin is return-
ed at the Time of the Tesle of the
Exemplification.*

GEORGE the Third, by the Grace of The Exempli.
God, of Great Britain, France and Ire- fication of a
land, King, Defender of the Faith, &c. To Recovery.
all to whom these Our present Letters shall
come, Greeting; Know ye, that among the
Pleas of Land inrolled at *Westminster* before
Sir

Sir *William De Grey*, Knt. and his * Companions, our Justices of the Bench, † on the, &c. (*the Return of the Writ of Entry*) in the Term of ——— in the ——— Year of our Reign, upon the ——— Roll, (*the Number of the Roll or Rolls on which the Recovery is entered*) it is thus contained:

Kent, to wit, ‘ *M* *Armaduke Stevenson*, Gent.
 ‘ in his proper Person de-
 ‘ mandeth against *Matthew Wilson*, Gent. the
 ‘ Honor of *A.* with the Appurtenances, the
 ‘ Castle of *B.* with the Appurtenances, the
 ‘ Manor of *C.* with the Appurtenances, the
 ‘ Forest of *D.* with the Appurtenances, the
 ‘ Chase of *E.* with the Appurtenances, and
 ‘ the Park of *F.* with the Appurtenances, and
 ‘ the Scite of the late Monastery of *K* with
 ‘ the Appurtenances, and also forty Messua-
 ‘ ges, twenty Cottages, thirty Tofts, ten
 ‘ Mills, sixty Dovehouses, fifty Gardens, six
 ‘ Thousand Acres of Land, six Hundred
 ‘ Acres of Meadow, ten Thousand Acres of
 ‘ Pasture, two Thousand Acres of Wood,
 ‘ four Thousand Acres of salt Marsh, eighty
 ‘ Pounds Rent, and the Rent of one Thou-
 ‘ sand five Hundred Cocks, and two Thou-
 ‘ sand Hens, with the Appurtenances, and
 ‘ also the Office of Bailiff of *C.* with the Ap-
 ‘ purtenances, and Common of Pasture for
 ‘ all

* *Socii*, some translate it *Associates* or *Brethren*, but *Companions* seems the best Word

† When the Recovery is suffered at Bar, insert the Return of the Writ of Entry.

all and all Manner of Cattle, and three
 Wharfs and four Keys, with the Appurte-
 nances, and also a Fair and Market, with
 the Appurtenances, and Court-Leet, Court-
 Baron, and View of Frankpledge, with the
 Appurtenances, and Goods and Chattels of
 Felons and Fugitives, Felons of themselves,
 Estrays, Deodands, and Goods and Chat-
 tels waived, and of persons outlawed and
 put in *Exigent*, also the Rectories of *A. B.*
C. D. E. and *F.* with the Appurtenances,
 and all and all Manner of Tithes to the said
 Rectories belonging and appertaining, in *A.*
B. C. D. E. F. and *H.* as his Right and In-
 heritance, and into which the said *Matthew*
 has not Entry but after the Disseisin, which
Hugh Hunt thereupon unjustly and without
 Judgment made to the aforesaid *Marmaduke*
 within thirty Years, &c. And whereupon
 he says, that he was seised of the aforesaid
 Honor, Castle, Manor, Forest, Chase, Park,
 Scite, Tenements, Rents, Office, Common,
 Wharfs, Keys, Fair, Market, Court-Leet,
 Court-Baron, View of Frankpledge, Goods
 and Chattels of Felons and Fugitives, Fe-
 lons of themselves, Estrays, Deodands,
 Goods and Chattels waived, and of Persons
 outlawed and put in *Exigent*, and Rectories
 aforesaid, with the Appurtenances, and of
 the Tithes aforesaid, in his Demesne, as of
 Fee and Right, in Time of Peace, in the
 Time of our Lord the King that now is,
 by taking the Profits thereof to the Value,
 &c. and into which, &c. and thereupon
 he bringeth Suit, &c. And the aforesaid

Z

* *Matthew*

Count against
the 1st Vou-
chee.

‘ *Matthew* in his proper Person cometh and
 ‘ defendeth his Right, when, &c. and there-
 ‘ upon voucheth to Warranty *Joseph Philpot*,
 ‘ Esq; who is present here in Court in his
 ‘ proper Person, and freely warranteth the
 ‘ aforesaid Honor, Castle, Manor, Forest,
 ‘ Chase, Park, Scite, Tenements, Rents,
 ‘ Office, Common, Wharfs, Keys, Fair,
 ‘ Market, Court-Leet, Court-Baron, View
 ‘ of Frankpledge, Goods and Chattels of Fe-
 ‘ lons and Fugitives, Felons of themselves,
 ‘ Estrays, Deodands, Goods and Chattels
 ‘ waived, and of Persons outlawed and put
 ‘ in *Exigent*, and Rectories aforesaid, with
 ‘ the Appurtenances, and also the Tithes a-
 ‘ foresaid, to the said *Matthew*, &c. And
 ‘ hereupon the aforesaid *Marmaduke* demand-
 ‘ eth against the said *Joseph*, Tenant by his
 ‘ own Warranty, the aforesaid Honor, Castle,
 ‘ Manor, Forest, Chase, Park, Scite, Tene-
 ‘ ments, Rents, Office, Common, Wharfs,
 ‘ Keys, Fair, Market, Court-Leet, Court-
 ‘ Baron, View of Frankpledge, Goods and
 ‘ Chattels of Felons and Fugitives, Felons
 ‘ of themselves, Estrays, Deodands, Goods
 ‘ and Chattels waived, and of Persons out-
 ‘ lawed and put in *Exigent*, and Rectories a-
 ‘ foresaid, with the Appurtenances, and also
 ‘ the Tithes aforesaid, in Manner aforesaid,
 ‘ &c. And whereupon he says, that he was
 ‘ seised of the Honor, Castle, Manor, Forest,
 ‘ Chase, Park, Scite, Tenements, Rents,
 ‘ Office, Common, Wharfs, Keys, Fair,
 ‘ Market, Court-Leet, Court-Baron, View
 ‘ of Frankpledge, Goods and Chattels of
 ‘ Felons

‘ Felons and Fugitives, Felons of themselves,
 ‘ Estrays, Deodands, Goods and Chattels
 ‘ waived, and of Persons outlawed and put
 ‘ in *Exigent*, and Rectories aforesaid, with the
 ‘ Appurtenances, and also of the Tithes
 ‘ aforesaid, in his Demesne, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our Lord the King that now is, by taking the
 ‘ Profits thereof to the Value, &c. and into
 ‘ which, &c. and thereupon he bringeth Suit,
 ‘ &c.

‘ And the aforesaid *Joseph* Tenant by his
 ‘ own Warranty defendeth his Right, when,
 ‘ &c. And thereupon further voucheth to
 ‘ Warranty *Martin Lyster*, Esq; who is like-
 ‘ wise present here in Court in his proper
 ‘ Person, and freely warranteth the aforesaid
 ‘ Honor, Castle, Manor, Forest, Chase,
 ‘ Park, Scite, Tenements, Rents, Office,
 ‘ Common, Wharfs, Keys, Fair, Market,
 ‘ Court-Leet, Court-Baron, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives, Felons of themselves, Estrays,
 ‘ Deodands, Goods and Chattels waived, and
 ‘ of Persons outlawed and put in *Exigent*, and
 ‘ Rectories aforesaid, with the Appurtenances,
 ‘ and also the Tithes aforesaid to the said
 ‘ *Joseph*, &c. And hereupon the aforesaid Count against
 ‘ *Marmaduke* demandeth against the said the 2d Vou-
 ‘ *Martin*, Tenant by his own Warranty, the chee.
 ‘ Honor, Castle, Manor, Forest, Chase,
 ‘ Park, Scite, Tenements, Rents, Office,
 ‘ Common, Wharfs, Keys, Fair, Market,
 ‘ Court-Leet, Court-Baron, View of Frank-
 ‘ pledge, Goods and Chattels of Felons and
 ‘ Fugitives,

Of Recoveries.

' Fugitives, Felons of themselves, Estrays,
 ' Deodands, Goods and Chattels waived,
 ' and of Persons outlawed and put in *Exi-*
 ' *gent*, and Rectories aforesaid, with the Ap-
 ' purtenances, and also the Tithes aforesaid,
 ' in Manner aforesaid, &c. And whereupon
 ' he says, that he was seised of the Honor,
 ' Castle, Manor, Forest, Chase, Park, Scite,
 ' Tenements, Rents, Office, Common,
 ' Wharfs, Keys, Fair, Market, Court-Leet,
 ' Court-Baron, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Fe-
 ' lons of themselves, Estrays, Deodands,
 ' Goods and Chattels waived, and of Persons
 ' outlawed and put in *Exigent*, and Rectories
 ' aforesaid, with the Appurtenances, and also
 ' of the Tithes aforesaid, in his Demesne, as
 ' of Fee and Right, in Time of Peace, in
 ' the Time of our Lord the King that now
 ' is, by taking the Profits thereof to the
 ' Value, &c. and into which, &c. and there-
 ' upon he bringeth Suit, &c.

' And the aforesaid *Martin*, Tenant by his
 ' own Warranty defendeth his Right, when
 ' &c. And thereupon further voucheth to
 ' Warranty *Luke Edolph*, Gent. who is like-
 ' wise present here in Court in his proper
 ' Person, and freely warranteth the Honor,
 ' Castle, Manor, Forest, Chase, Park, Scite,
 ' Tenements, Rents, Office, Common,
 ' Wharfs, Keys, Fair, Market, Court-Leet,
 ' Court-Baron, View of Frankpledge, Goods
 ' and Chattels of Felons and Fugitives, Fe-
 ' lons of themselves, Estrays, Deodands,
 ' Goods and Chattels waived, and of Persons
 ' outlawed

outlawed and put in *Exigent*, and Rectories afore said, with the Appurtenances, and also the Tithes afore said, to the said *Martin, &c.* And hereupon the afore said *Marmaduke* demandeth against the said *Count against 3d Vouchee.* *Luke*, Tenant by his own Warranty, the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories afore said, with the Appurtenances, and also the Tithes afore said, in Manner afore said, &c. And whereupon he says, that he was seised of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of persons outlawed and put in *Exigent*, and Rectories afore said, with the Appurtenances, and also of the Tithes afore said, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the afore said *Luke*, Tenant by his own Warranty defendeth his Right, when,

Count against
the Common
Vouchee.

‘ &c. And thereupon further voucheth to
 ‘ Warranty *Thomas Francis Martin*, who is
 ‘ also present here in Court in his proper
 ‘ Person, and freely warranteth the Honor,
 ‘ Castle, Manor, Forest, Chase, Park, Scite,
 ‘ Tenements, Rents, Office, Common, Wharfs,
 ‘ Keys, Fair, Market, Court-Leet, Court-
 ‘ Baron, View of Frankpledge, Goods and
 ‘ Chattels of Felons and Fugitives, Felons of
 ‘ themselves, Estrays, Deodands, Goods and
 ‘ Chattels waived, and of Persons outlawed
 ‘ and put in *Exigent*, and Rectories aforesaid,
 ‘ with the Appurtenances, and also the Tithes
 ‘ aforesaid, to the said *Luke*, &c. And
 ‘ hereupon the aforesaid *Marmaduke* demand-
 ‘ eth against the said *Thomas Francis*, Tenant by,
 ‘ his own Warranty, the Honor, Castle, Manor
 ‘ Forest, Chase, Park, Scite, Tenements,
 ‘ Rents, Office, Common, Wharfs, Keys,
 ‘ Fair, Market, Court-Leet, Court Baron,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ of Felons and Fugitives, Felons of them-
 ‘ selves, Estrays, Deodands, Goods and
 ‘ Chattels waived, and of Persons outlawed
 ‘ and put in *Exigent*, and Rectories aforesaid,
 ‘ with the Appurtenances, and also of the
 ‘ Tithes aforesaid, in Manner aforesaid, &c.
 ‘ And whereupon he says, that he was seised of
 ‘ the Honor, Castle, Manor, Forest, Chase, Park,
 ‘ Scite, Tenements, Rents, Office, Common,
 ‘ Wharfs, Keys, Fair, Market, Court-Leet,
 ‘ Court-Baron, View of Frankpledge, Goods
 ‘ and Chattels of Felons and Fugitives, Felons
 ‘ of themselves, Estrays, Deodands, Goods
 ‘ and Chattels waived, and of Persons out-
 ‘ lawed

'lawed and put in *Exigent*, and Rectories a-
 'foresaid, with the Appurtenances, and also
 'of the Tithes aforesaid, in his Demesne, as
 'of Fee and Right, in Time of Peace, in
 'the Time of our Lord the King that now is,
 'by taking the Profits thereof to the Value,
 '£c. and into which, £c. And thereupon
 'he bringeth Suit, £c.

'And the aforesaid *Thomas Francis*, Te-
 'nant by his own Warranty defendeth his
 'Right, when, £c. and saith, that the aforesaid
 'said *Hugh* did not disseise the said *Marmaduke*
 'of the Honor, Castle, Manor, Forest,
 'Chase, Park, Scite, Tenements, Rents, Of-
 'fice, Common, Wharfs, Keys, Fair, Market,
 'Court-Leet, Court-Baron, View of Frank-
 'pledge, Goods and Chattels of Felons and
 'Fugitives, Felons of themselves, Estrays,
 'Deodands, Goods and Chattels waived, and
 'of Persons outlawed and put in *Exigent*, and
 'Rectories aforesaid, with the Appurtenan-
 'ces, and also of the Tithes aforesaid, as the
 'said *Marmaduke* by his Writ and Declaration
 'aforesaid above doth suppose; and of this
 'he putteth himself upon the Country, £c.

'And the aforesaid *Marmaduke* thereupon
 'craveth Leave to imparl, and he hath it, £c.
 'And afterwards the said *Marmaduke* cometh
 'again here into Court in this same Term
 'in his proper Person, and the aforesaid *Tho-*
 '*mas Francis*, altho' solemnly called, cometh
 'not again, but departed in Contempt of
 'the Court, and maketh Default: There-
 'fore it is considered, that the aforesaid
 '*Marmaduke* do recover his Seisin against

the said *Matthew* of the Honor, Castle,
 Manor, Forest, Chase, Park, Scite, Tene-
 ments, Rents, Office, Common, Wharfs,
 Keys, Fair, Market, Court-Leet, Court-
 Baron, View of Frankpledge, Goods and
 Chattels of Felons and Fugitives, Felons of
 themselves, Estrays, Deodands, Goods and
 Chattels waived, and of Persons outlawed
 and put in *Exigent*, and Rectories aforesaid
 with the Appurtenances, and also of the
 Tithes aforesaid, and that the said *Matthew*
 have of the Land of the aforesaid *Joseph* to
 the Value, &c. And that the said *Joseph*
 have over of the Land of the aforesaid *Martin*
 to the Value, &c. And that the said
Martin have over of the Land of the afore-
 said *Luke* to the Value, &c. And that the
 said *Luke* have over of the Land of the
 aforesaid *Thomas Francis*, to the Value, &c.
 And the said *Thomas Francis*, in Mercy,
 &c. And hereupon the said *Marmaduke*
 prays the Writ of our Lord the King, to be
 directed to the Sheriff of the County afore-
 said, to cause him to have full Seisin of
 the Honor, Castle, Manor, Forest, Chase,
 Park, Scite, Tenements, Rents, Office,
 Common, Wharfs, Keys, Fair, Market,
 Court-Leet, Court-Baron, View of Frank-
 pledge, Goods and Chattels of Felons and
 Fugitives, Felons of themselves, Estrays,
 Deodands, Goods and Chattels waived, and
 of Persons outlawed and put in *Exigent*, and
 Rectories aforesaid, with the Appurtenan-
 ces, and also of the Tithes aforesaid, and
 it is granted to him, returnable here * with-
 out

* Or forth-
 with.

out delay, &c. Afterwards, to wit, on the 12th Day of *February* in this same Term, the aforesaid *Marmaduke* cometh here into Court in his proper Person, and the Sheriff, to wit, Sir *A. L.* Knt. now returneth that he, by Virtue of the aforesaid Writ to him directed, on the ninth Day of *February* last past, caused the said *Marmaduke* to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also of the Tithes aforesaid, as by the said Writ he was commanded, &c. All and singular which Premises, at the Request of the said *Marmaduke*, we have caused to be exemplified, by the Tenor of these Presents. In Witness whereof we have caused our Seal, appointed to seal Writs in the Bench aforesaid, to be affixed to these Presents. Witness Sir *William De Grey*, Knt. at *Westminster* the — Day of — in the — Year of our Reign.

The Recovery is generally exemplified the same Term it is suffered; the Exemplification must bear Teste some Day in Term, and after the Return of the Writ of Seisin, unless

Of the Teste
of the Exemplification.

How when
the Writ of
Seisin is re-
turnable of a
subsequent
Term.

unless you shall be obliged to make the Writ of Seisin returnable in the next Term after the Recovery suffered, as you will see in the Directions hereafter given for making out and returning the Writ of Seisin, and then you Teste the Exemplification the last Day of the Term the Recovery was suffered.

When the Writ of Seisin is returnable in the subsequent Term, you cannot enter the Sheriff's Return of the Writ in the Body of the Exemplification; it would be absurd to make an Exemplification of *Michaelmas* Term, and therein to state a Matter done in Court the *Hilary* Term following; therefore in such Case you only enter the Award of the Writ of Seisin, as thus, after the Words, *In Mercy, &c.* *And hereupon the said M. prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Curt-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in Exigent, and Rectories aforesaid, with the Appurtenances, and also of the Tithes aforesaid, and it is granted to him, returnable here on the Octave of St. Hilary, &c. All and singular which Premisses, at the Request of the said M. by the Tenor of these Presents, we have commanded to be exemplified, &c. as before.*

And then upon the Folding up of the Exemplification, you enter the Sheriffs's Return thus: *At which Day the aforesaid M. (the Demandant)*

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Demandant) comes here in his proper Person, and the Sheriff, to wit, Sir A. L. Knt. now returneth that he, by Virtue of the aforesaid Writ to him directed, on the — Day of — last past, (as to the Day, *vide postea* the Return of the Writ of Seisin) caused the said M. to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in Exigent, and Rectories aforesaid, with the Appurtenances, and of the Tithes aforesaid, as by the said Writ he was commanded, &c.

The Exemplification being thus prepared, you make out a Writ of Seisin in this Form;

Writ of Seisin.

GEORGE the Third, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. To the Sheriff of Yorkshire, Greeting: Know you, that E. G. Esq; in our Court before our Justices at Westminster, has recovered his Seisin against C. B. Gent. of one Messuage and twenty Acres of Land, with the Appurtenances in C. by our Writ of Entry *Sur Disseisin in le Post*: And therefore we command you, that without Delay you cause full
Seisin

Of Recoveries.

Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said E. and in what Manner you shall have executed this our Precept, you make to appear to our Justices at *Westminster*, on the *Ostave* of *St. Hilary*, and have you there this Writ. Witness Sir *William De Grey*, Knt. at *Westminster*, the twenty-eighth Day of *November* in the twelfth Year of our Reign.

Mainwaring.

This Writ should bear Teste the fourth Day inclusive after the Return of the Writ of Entry, or last Writ of Summons, when the Vouchee comes in by Summons.

There ought to be fifteen Days between the Teste and Return of this Writ,

If the Writ of Entry or last Writ of Summons (when you proceed by Summons) is returnable too late in the Term, that you cannot make your Writ of Seisin returnable in that Term, then you make it returnable *indilate*, without delay.

If the Writ of Entry or last Writ of Summons be returnable the last Return of a Term, then the Writ of Seisin must be returnable the first Return of next Term, unless the next Term be *Trinity* Term, and then it must be returnable on the second Return of that Term, because there are not 15 Days between the last Day of *Easter* Term, and the Morrow of the *Holy Trinity*.

This Writ is to be signed by the Prothonotary, and sealed at the Seal-Office; you do not Pay the Prothonotary for signing it till he signs the Exemplification.

The

Then you get it, together with the Writ of Entry, returned at the Return-Office; as before directed, *fo*.

The Return of the Writ of Seisin.

BY Virtue of this Writ to me directed * on the sixth Day of *December*, in the Year within written, I caused full Seisin of the Tenements within specified, with the Appurtenances, to be delivered to the within-named *E.* as I am within commanded.

Sir L. P. Bart. Sheriff.

After the Recovery is passed at Bar, the Writ of Entry sued out and passed through the Offices, (as before directed) the whole Proceedings entered on the Plea Roll, the Exemplification ingrossed, and the Writ of Seisin made out, signed, sealed and returned you carry the Roll or Rolls, Writ of Entry, and Exemplification, to the Prothonotary's Office, there you enter the *Præcipe*, and the Teste and Return of the Writ of Entry, on the Recovery Remembrance Roll, in this Manner, according to the Nature of the Case, in a large Hand.

Devon-

* Any Day, not being *Sunday*, after the Teste of the Writ, so as a Man might be reasonably supposed to have been capable of riding from *Westminster* to the Place where the Land lay, and back again, within that Time; for which Purpose ten Days is a reasonable Time, if the Lands lay in the furthest Part of *England*.

Entry of the
Præcipe on
the Remem-
brance.

Devonshire, ' *Command C. F.* that justly, &c.
to wit, ' he render to *W. M. Esq.*
' four Messuages, four Gardens, two Hundred
' Acres of Land, one Hundred Acres of
' Meadow, three Hundred Acres of Pasture,
' forty Acres of Wood, and three Hundred
' Acres of Furze and Heath, with the Ap-
' purtenances, in *E.* which he claimeth, &c.
' [*Now in a small Hand*] Writ of Entry re-
' turnable on the *Ostave* of *St. Hilary*. Wit-
' nessed the sixth day of *January*. Pledges
' of prosecuting, *John Doe* and *Richard Roe*.
' Summoners, *John Denn* and *Richard Fenn*.
A. G. Esq; Sheriff.

Tenant in Person vouches to warranty.
Thomas Francis Martin.

Vide antea, fo. for other Præcipes.

You then docket it on the Docket-Roll of that Term in the Prothonotary's Office, in the Manner you will see others docketed, as thus:

Entry in *le Post*, 2 Vouch. in Person.

Bedfordshire, *Darire*, in Person, }
Pyne, Gentleman, } Roll 26.
in Person.

Then the Prothonotary will sign the Exemplification, and return you the same back with the *Præcipe*, but he keeps the Writs,
2 and

and Rolls, * after which you are to get the Exemplification sealed, and deliver it to your Client.

When the Prothonotaries examine and sign the Exemplification of Recoveries, they are to cause all the Writs, being sealed and duly returned, and all the Warrants of Attorney thereupon taken without Writ, to be left in their Hands to be filed, with the usual Fees for filing the same, without *Post Terminums*, Mich. 29 Car. 2.

The Prothonotary, when he signs the Exemplification of a Common Recovery, is to see that the Writ of Entry be signed by the Attorney General; and if it be not, he is not to sign the Exemplification. Pasch. 30 Car. 2. Pasch. 34 Car. 2.

No Exemplification of any Common Recovery, or other Record, which ought to be examined and signed by the Prothonotary, shall be sealed before the same hath been signed by the Prothonotary. Mich. 1654.

No Exemplification (except Exemplifications of Fines and Common Recoveries of the present or next precedent Terms) shall be sealed before they be first signed and examined by the Clerk of the Treasury. Same Rule.

* The Prothonotary keeps the Writs and Rolls in his Office for six or eight Terms, then takes Care to file the former with the *Custos Brevium*, and the Rolls he delivers to the Clerk of the Warrants, who puts them in Bundles into the Common Pleas Treasury at *Westminster*.

Of suffering a Common Recovery where the Tenant appears by Attorney.

WHERE the Tenant cannot conveniently appear in Person, by reason of Sickness or Distance, he must make a Warrant of Attorney, and acknowledge the same either before the Chief Justice of the Court of Common Pleas; or the Justices of Assize where the Lands lie, or before Commissioners appointed by Writ of *Dedimus Potestatem*.

If the Tenant can attend a Judge to acknowledge the Warrant of Attorney, you draw up the *Præcipe* and Warrant of Attorney in Parchment, in this form:

Præcipe and Warrant of Attorney for the Tenant to be acknowledged before a Judge.

Warwickshire, Command A. B. that justly, to wit, &c. he render to J. B. the Manor of O. with the Appurtenances, ten Messuages, and twenty Acres of Land, with the Appurtenances, in H. which he claims, &c.

Suffolk, A. B. puts in his place E. F. and to wit, G. H. his Attornies, jointly and severally against J. B. to gain or lose in a Plea of Land. A. B.

Taken and acknowledged on the — Day of — in the thirteenth Year of the Reign of King George the Third, before Henry Gould.

Note ; It is usual to make two Attornies, jointly and severally, that if one die the other may proceed.

You must make a Copy of this on Paper to leave with the Judge. You attend with the Tenant on a Judge, who will take the Conuſance, and ſign it; the Parchment, *Præcipe* and Warrant being ſigned, you bring away, but leave the Paper Copy with the Judge's Clerk.

You then get the Recovery paſſed at Bar ; beſpeak the Writ of Entry, compound it, get it ſigned and returned, as before, and prepare the Writ of Seiſin, Entry on the Roll, and Exemplification, &c.

If the Tenant cannot attend a Judge to acknowledge the Warrant of Attorney, you muſt ſue out a *Dedimus Poſteſtatem* to take the Warrant of Attorney of the Tenant, in which Caſe you make a *Præcipe* for the Curſitor in this Manner :

Præcipe for a Dedimus Poſteſtatem to take the Warrant of Attorney for the Tenant.

*Kent, to wit, ' Comend William Spencer, Præcipe for
' Gent. that juſtly, &c. he Dedimus Po-
' render to Thomas Spencer, Gent. two Meſſua- teſtatem to
' ges, one Dovehouſe, three Gardens, ſeventy take the War-
' Acres of Land, ten Acres of Meadow, and rant of Attor-
' ten Acres of Paſture, with the Appurte- ney for a Te-
' nances, in the Pariſhes of Hembill, Boſton
A a ' under*

Of Recoveries.

‘ under the Bleane, Feversham, and St. Paul
 ‘ which he claims,’ &c.

Dedimus directed to be { Sir William Mean, Knt.
 Sir Edw. Masters, Knt.
 George Bingham,
 Robert Beake, } Gent.
 John Jacob,
 Thomas Marsh,

One of the Commissioners should always be a Knight, but if you name four others, the Curfitors insert a Knight of Course, though he seldom attends the Conufance.

Then ingross the *Præcipe*, Warrant of Attorney and Caption, on Parchment, in the same Manner as where it is to be acknowledged before a Judge, and let the Tenant sign it; deliver the *Dedimus Potestatem* and Warrant of Attorney to the Commissioners, and let the Tenant acknowledge the same before them, whereupon they will sign the Caption, and annex the Warrant of Attorney so acknowledged to the Writ of *Dedimus Potestatem*, indorsing the Return on the Back of the *Dedimus*, and sign it, in this Form :

The Execution of this Commission appears in a certain Schedule to this Commission annexed.

G. H.

J. K.

When the *Dedimus Potestatem* is returned, you cause them to be passed at Bar with your *Præcipe*, and then deliver them to the Curfitor

fitor of the County wherein the Lands lie to make out a Transcript and *Mittimus* upon them, and also the Writ of Entry; or you may get the Transcript and *Mittimus* made out before you pass them at Bar, and then pass them at Bar with the Transcript open and annexed, and then you proceed as in other Cases.

The Entry of a Recovery with single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before a Judge.

Warwickshire, ‘ *J.* B. Gent. in his proper
to wit, ‘ *J.* Person demandeth a-
gainst *A. B.* Gent. the Manor of *O.* with
the Appurtenances, and ten Messuages, and
twenty Acres of Land, with the Appurte-
nances, in *H.* as his Right and Inheritance,
and into which the said *A.* hath not Entry
but after the Disseisin, which *Hugh Hunt*
thereof unjustly and without Judgment hath
made to the aforesaid *J.* within thirty Years,
&c. And whereupon he saith, that he was
seised of the Manor and Tenements afore-
said, with the Appurtenances, in his De-
mesne, as of Fee and Right, in Time of
Peace, in the Time of our Lord the King
that now is, by taking the Profits thereof to
the Value, &c. and into which, &c. and
thereupon he bringeth Suit, &c.
And the aforesaid *A.* by *C. F.* his Attor-
ney, cometh and defendeth his Right, when,
A a 2 ‘ &c.

‘ &c. And thereupon voucheth to War-
 ‘ ranty *Thomas Francis Martin*, who is pre-
 ‘ sent here in Court in his proper Person,
 ‘ and freely warranteth to him the Manor and
 ‘ Tenements aforesaid, with the Appurtenan-
 ‘ ces, &c. And hereupon the aforesaid *J.*
 ‘ demandeth against the said *Thomas Francis*,
 ‘ Tenant by his own Warranty, the Manor
 ‘ and Tenements aforesaid, with the Appurte-
 ‘ nances, in Manner aforesaid, &c. And
 ‘ whereupon he says, that he was seised of the
 ‘ Manor and Tenements aforesaid, with the
 ‘ Appurtenances, in his Demesne, as of Fee
 ‘ and Right, in Time of Peace, in the Time
 ‘ of our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereupon he bringeth
 ‘ Suit, &c. And the aforesaid *Thomas Francis*,
 ‘ Tenant by his own Warranty, defendeth
 ‘ his Right, when, &c. and saith, that the
 ‘ aforesaid *Hugh Hunt* did not disseise the
 ‘ aforesaid *J.* of the Manor and Tenements
 ‘ aforesaid, with the Appurtenances, as the
 ‘ said *J.* by his Writ and Declaration aforesaid
 ‘ above doth suppose; and of this he
 ‘ putteth himself upon the Country, &c.
 ‘ And the aforesaid *J.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the said *J.* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the aforesaid *Thomas Francis*,
 ‘ although solemnly * demanded, cometh
 ‘ not again, but departed into Contempt of
 ‘ the Court, and maketh Default: Therefore
 ‘ it is considered, that the aforesaid *J.* do
 ‘ re-

* Or, called.

recover his Seisin against the aforesaid *A.* of the Manor and Tenements aforesaid, with the Appurtenances, and that the said *A.* have of the Land of the aforesaid *Thomas Francis* to the Value, &c. And the said *Thomas Francis* in Mercy, &c. And hereupon the said *J.* prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Manor and Tenements aforesaid, with the Appurtenances, and it is granted to him, returnable here from the Day of the *Holy Trinity* in three Weeks, at which Day cometh here into Court the aforesaid *J.* in his proper Person, and the Sheriff, to wit, *M. T. Esq;* now returneth that he, by Virtue of the aforesaid Writ to him directed, on the ——— Vide fo. Day of ——— last past, caused the said *J.* at the Note to have full Seisin of the Manor and Tene- mark'd †. ments aforesaid, with the Appurtenances, as by the said Writ he was commanded, &c.

Where the Warrant of Attorney is taken by *Dedimus Potestatem*, you enter the *Mittimus* and Transcript of the Writ of *Dedimus Potestatem* on the Plea-Roll, and then on the same Roll enter the Recovery.

Entry of a Recovery by single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before Commissioners by Dedimus Potestatem, (the Mittimus and Transcript in a small Secretary Hand verbatim, as follows.)

Recovery with
single Vouch-
er, when the
Tenant ap-
peared by At-
torney, on a
Warrant ta-
ken by Dedi-
mus Potesta-
tem.
* Enter the
Mittimus and
Transcript
verbatim.

OUR Lord the King sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of our said Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the return of the same Writ, as also the Warrant of Attorney thereupon received, in these Words: * *George the Third, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c.* To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well-beloved Sir *William Man*, Knt. and to our beloved *George Bingham* and *Robert Beake*, Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as *William Spencer*, Gent. would put or constitute in his Stead before the said Sir *William, George* and *Robert*, or two of them, to gain or lose against *Thomas Spencer*, Gent. in a Plea of Land upon our Writ of Entry Sur Disseisin *in le Post*, depending before you,

between

between the aforesaid *Thomas Spencer* and
William Spencer, of two Messuages, one
Dovehouse, three Gardens, sixty Acres of
Land, ten Acres of Meadow, and ten Acres
of Pasture, with the Appurtenances, in the
Parishes of *Hembill, Boston under the Bleane,*
Feversham, and St. Paul, in the County of
Kent, and the Return of our said Writ of
Dedimus Potestatem, and also the Warrants
of Attorney in that Behalf received, sent
into our Chancery, and remaining on the
Files of the same Chancery, we send to you
inclosed in these Presents, commanding
you, that the Tenors aforesaid being in-
spected, you cause further to be done there-
in, at the Prosecution of the said *Thomas*
Spencer, what of Right and according to
the Law and Custom of *England* shall be
meet to be done. Witness Ourselves at *West-*
minster the eleventh Day of *May* in the
twelfth Year of our Reign. *Putland,*
George the Third, by the Grace of God,
of *Great Britain, France and Ireland*, King,
Defender of the Faith, &c. To his trusty
and well-beloved Sir *William Man*, Knt.
and to his beloved *George Bingham* and
Robert Beake, Gentlemen, Greeting: Where-
as our Writ of Entry Sur Disseisin in le
Post, dependeth before our Justices of the
Bench, between *Thomas Spencer*, Gent. and
William Spencer, Gent. of two Messuages,
one Dovehouse, three Gardens, sixty Acres
of Land, ten Acres of Meadow, and ten
Acres of Pasture, with the Appurtenances,
in the Parishes of *Hembill, Boston under the*
Bleane,

' *Bleane, Feversham, and St. Paul*, in the
 ' County of *Kent*; and the said *William*
 ' *Spencer* being, as we are informed, so in-
 ' firm that he is not able, without great
 ' Danger of his Body, to travel to *Westmin-*
 ' *ster* at the Day in the said Writ contained,
 ' to do and act those Things which then and
 ' there would be expedient to be done in the
 ' same: We tendering the State of the said
 ' *William* in this Behalf, have given to you,
 ' or two of you, Power and Authority of
 ' receiving such Attorney or Attornies, joint-
 ' ly or severally, as the said *William* will put
 ' or constitute in his Stead, before you, or
 ' two of you, to gain or lose in the said Plea
 ' before our said Justices: And therefore we
 ' command you, or two of you, that going
 ' in Person to the said *William*, if he be not
 ' able conveniently to come to you, you re-
 ' ceive his Attorney or Attornies jointly or
 ' severally in Form aforesaid; and when you
 ' shall have received the said Attorney or
 ' Attornies, you distinctly and plainly, with-
 ' out delay, certify us in our Chancery of the
 ' Name or Names of such Attorney or At-
 ' tornies, under your Seals, or the Seals of
 ' two of you, sending back to us this Writ.
 ' Witness Ourselves at *Westminster* the third
 ' Day of *May* in the twelfth Year of our
 ' Reign. *Putland*. By the Lord Chancellor
 ' of *Great Britain*, at the Instance of the
 ' Demandant. *Henry Gould*. The Execution
 ' of this Writ appears in a Schedule hereunto
 ' annexed. *William Man, Robert Beake*. Re-
 ' ceived 6 s. 8 d. *S. Hetherington. Kent, to*
 ' wit,

' wit, *William Spencer*, Gent. puts in his
 ' Place *Richard Huggins* and *John Gleane* his
 ' Attornies, jointly and severally, against
 ' *Thomas Spencer*, Gent. to gain or lose in a
 ' Plea of Land. *William Spencer*. Taken
 ' and acknowledged the seventh Day of *May*
 ' in the twelfth Year of the Reign of King
 ' *George the Third*, at the City of *Canterbury*,
 ' before us *William Man*, *Robert Beake*.

[Now in a large Hand at an Inch distance.]

' *Kent*, to wit. *Thomas Spencer*, Gent. in his
 ' proper Person demandeth against *William*
 ' *Spencer*, Gent. two Messuages, one Dove-
 ' house, three Gardens, sixty Acres of Land,
 ' ten Acres of Meadow, and ten Acres of Pa-
 ' sture with the Appurtenances, in the Parishes
 ' of *Hembill*, *Boeton* under the *Bleane*, *Feversham*,
 ' and *St. Paul*, as his Right and Inheritance,
 ' and into which the said *William* has not En-
 ' try but after the Disseisin, which *Hugh Hunt*
 ' thereupon unjustly and without Judgment
 ' made to the said *Thomas* within thirty
 ' Years, &c. And whereupon he saith, that
 ' he was seised of the Tenements aforesaid,
 ' with the Appurtenances, in his Demesne,
 ' as of Fee and Right, in Time of Peace, in
 ' the Time of our Lord the King that now
 ' is, by taking the Profits thereof to the
 ' Value, &c. and into which, &c. and there-
 ' upon he bringeth Suit, &c.

' And the aforesaid *William* by *Richard*
 ' *Huggins* his Attorney cometh and defendeth
 ' his Right, when, &c. And thereupon
 ' voucheth

' voucheth to Warranty *Thomas Francis Martin*,
 ' who is present here in Court in his proper
 ' Person, and freely warranteth to him the
 ' Tenements aforesaid, with the Appurtenan-
 ' ces, &c. And hereupon the aforesaid *Thomas*
 ' demandeth against the said *Thomas Francis*,
 ' Tenant by his own Warranty, the Tene-
 ' ments aforesaid, with the Appurtenances, in
 ' Manner aforesaid, &c. And whereupon he
 ' saith, that he was seised of the Tenements
 ' aforesaid, with the Appurtenances, in his
 ' Demesne, as of Fee and Right, in Time of
 ' Peace, in the Time of our Lord the King
 ' that now is, by taking the Profits thereof to
 ' the Value, &c. and into which, &c. and
 ' thereupon he bringeth Suit, &c.

' And the aforesaid *Thomas Francis*, Tenant
 ' by his own Warranty defendeth his Right,
 ' when, &c. and says, that the aforesaid *Hugh*
 ' did not disseise the said *Thomas* of the Tene-
 ' ments aforesaid, with the Appurtenances, as
 ' the said *Thomas* by his Writ and Declaration
 ' aforesaid above doth suppose; and of this
 ' he putteth himself upon the Country, &c.

' And the aforesaid *Thomas* thereupon
 ' craveth Leave to imparl, and he hath it,
 ' &c. And afterwards the said *Thomas* cometh
 ' again here into Court in this same Term
 ' in his proper Person, and the aforesaid
 ' *Thomas Francis*, although solemnly called,
 ' cometh not again, but departed in Contempt
 ' of the Court, and maketh Default: There-
 ' fore it is considered, that the aforesaid *Tho-*
 ' *mas* do recover his Seisin against the said
 ' *William* of the Tenements aforesaid, with the
 ' Appur-

‘ Appurtenances, and that the said *William*
 ‘ have of the Land of the aforesaid *Thomas*
 ‘ *Francis* to the Value, &c. And the said
 ‘ *Thomas Francis*, in Mercy, &c. And here-
 ‘ upon the aforesaid *Thomas* craves the Writ
 ‘ of our Lord the King, to be directed to the
 ‘ Sheriff of the County aforesaid, to cause
 ‘ him to have full Seisin of the Tenements
 ‘ aforesaid, with the Appurtenances, and it
 ‘ is granted to him, returnable here without
 ‘ delay, &c. Afterward, to wit, on the
 ‘ ——— Day of ——— in this same Term, the
 ‘ aforesaid *Thomas* cometh here into Court in
 ‘ his proper Person, and the Sheriff, to wit,
 ‘ Sir *W. L. Knt.* now returneth that he, by
 ‘ Virtue of the said Writ to him directed, on
 ‘ the ——— Day of ——— last past, caused
 ‘ the aforesaid *Thomas* to have full Seisin of
 ‘ the Tenements aforesaid, with the Appur-
 ‘ tenances, as by the said Writ he was com-
 ‘ manded,’ &c.

*Of passing a Recovery with double Voucher
 where the Tenant and Vouchee appear
 by Attorney.*

IF the Tenant and Vouchee can attend a
 Judge to acknowledge the Warrants, you
 draw up the *Præcipe* and Warrants in Parch-
 ment, in this Form:

Dorsetshire,

Præcipe and Warrants of Attorney for Tenant and Vouchee to be acknowledged before a Judge.

Dorsetshire, ‘ *C*ommand *A. B.* that justly, to wit, ‘ *E*c. he render to *C. D.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* which he claims,’ *E*c.

Dorsetshire, ‘ *A* *B.* putteth in his Place to wit, ‘ *E. F.* and *G. H.* his Attornies jointly and severally against *C. D.* to gain or lose in a Plea of Land,’ *E*c.

A. B.

Dorsetshire, ‘ *J* *K.* whom *A. B.* voucheth to wit, ‘ to Warranty putteth in his Place *L. M.* and *N. O.* his Attornies jointly and severally, against *C. D.* to gain or lose in a Plea of Land,’ *E*c.

J. K.

Take and acknowledged the —
Day of — in the — Year
of the Reign of King George
the Third, before Henry Gould.

Make a Copy of this on Paper, and go along with the Tenant and Vouchee to the Judge, who will take their Conufance, and sign the Caption; the Parchment *Præcipe* and Warrants you have away with you, but the Judge's Clerk keeps the Paper Copy.

Then proceed to get the Writ of Entry made out by the Curfitor, and pass it through the several Offices, as before directed; then make out a Writ of Summons in the following Form;

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GEORGE the Third, by the Grace of Writ of Summons.
 God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. To the Sheriff of Dorsetshire, Greeting: Summon by good Summoners J. K. that he be before our Justices at Westminster * from the day of Easter in five Weeks, to warrant to A. B. three Messuages, and twenty Acres of Land, with the Appurtenances, in E. which C. D. in our Court before our Justices at Westminster claims as his Right against the said A. B. by our Writ of Entry Sur Disseisin in le Poſt: And whereupon the said A. B. in our said Court hath vouched the aforesaid J. K. to be summoned in your County to warrant against the said C. and have you there the Summoners, and this Writ. Witness Sir William de Grey, Knt. at Westminster † the — Day of — in the twelfth Year of our Reign.

Mainwaring.

You

* There must be four Returns from the Return of the Writ of Entry to the Return of the Writ of Summons inclusive of both, reckoning the Return of the Writ of Entry and the Return of the Writ of Summons for two of the four Returns; as if the Writ of Entry be returnable from the Day of Easter in fifteen Days, the Writ of Summons must be returnable from the Day of Easter in five Weeks; if the Writ of Entry be returnable from the Day of Easter in three Weeks, the Writ of Summons must be returnable on the Morrow of the Ascension of our Lord.

† The Writ of Summons must bear Teste the fourth Day inclusive of both Days from the Return of the Writ of Entry, supposing the fourth Day to be *diſs juridicus*, and a Day in Term.

Of Recoveries.

You get this Writ signed by one of the Prothonotaries, and then sealed.

You also make out the Writ of Seisin, as before directed, *fo.* For the Teste and Return whereof, *vide fo.* And leave the Writ of Summons and Seisin at the Return-Office to be returned, *vide fo.*

In the mean Time you pass the Recovery at Bar, for which Purpose make out a *Præcipe* in Paper in the following Form.

*In the Common Pleas — Term in the —
Year of King George the Third.*

*Præcipe for
passing the
Recovery at
Bar.*

*Dorsetshire, ‘ Command A. B. that justly,
to wit, ‘ &c. he render to C. D. three
‘ Messuages, and twenty Acres of Land, with
‘ the Appurtenances, in E. which he claims,
&c.*

*Tenant by E. F. his Attorney
vouches to warranty J. K.
who by L. M. his Attorney
vouches over to Warranty
Thomas Francis Martin.*

This *Præcipe* you deliver to a Serjeant in Court, having the Warrant of Attorney acknowledged with you, the Serjeant will pass it at Bar. *Vide fo.*

Sometimes the Warrant of Attorney for the Tenant is acknowledged before a Judge, and the Warrant of Attorney for the Vouchee before Commissioners by *Dedimus Potestatem*, and some-

You must make out a *Præcipe* for a *Dedimus Potestatem* for the Warrant of Attorney for the Vouchee, as follows :

Dedimus Potest. }
for G. P. whom } directed to { Sir L. M. Knt.
A.E. vouches to } { N. O.
Warranty, } { R. P. } Gent.
 } { S. T.
 } { R. S. }

You ingross on Parchment the Warrant of Attorney for the Vouchee thus :

The Præcipe
and Warrant
of Attorney.

Northumberland, ‘ *Command A. E.* that
to wit, ‘ *justly, &c* he render
‘ to *J. C.* two Messuages, two Gardens, two
‘ Acres of Land, two Acres of Meadow, and
‘ two Acres of Pasture, with the Appurte-
‘ nances, in *S.* and also the Moiety of one
‘ Messuage, two Gardens, twenty Acres of
‘ Land, thirty Acres of Meadow, twenty
‘ Acres of Pasture, and fifty Acres of Furze
‘ and Heath, with the Appurtenances, in *T.*
‘ which he claims,’ &c.

Northumberland, ‘ *G. P.* whom the said *A.*
to wit, ‘ *E.* vouches to War-
‘ ranty, puts in his Place ——— and ———
‘ his Attornies jointly and severally against
‘ *J. C.* to gain or lose in a Plea of Land,
&c.

Taken and acknowledged, &c.

The *Dedimus Potestatem* being returned, and
a *Mittimus* and Transcript thereof made by
the Cursitor, as also a *Mittimus* and Transcript
made of the *Dedimus* for taking the Tenant’s
Warrant of Attorney, in Case it be taken by
Dedimus, you pass the Recovery at Bar, as
before directed.

The

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee appear by Attorney, on Warrants of Attorney acknowledged before a Judge.

Entry of the Count against the Tenant, and the Award of the Summons against the Vouchee.

Dorsetshire, *C. D.* in his proper Person de- Recovery
to wit, *C.* mandeth against *A. B.* three with double
Messuages, and twenty Acres of Land, Voucher,
with the Appurtenances, in *E.* as his Right where Tenant
and Inheritance, and into which the said and Vouchee
A. B. has not Entry but after the Disseisin, appear by At-
which *Hugh Hunt* thereof unjustly and ternies, on
without Judgment made to the said *C.* Warrant's ac-
within thirty Years, &c. And whereupon he knowledged
says, that he was seised of the Tenements before a
aforesaid, with the Appurtenances, in his Judge
Demefne, as of Fee and Right, in Time of The first En-
Peace, in the Time of our Lord the King try or Sum-
that now is, by taking the Profits thereof mons-Roll.
to the Value, &c. and into which, &c. and
thereupon bringeth Suit, &c.

And the aforesaid *A.* by *E. F.* his Attor-
ney cometh and defendeth his Right, when,
&c. And thereupon voucheth to Warranty
J. K. summoned in the County aforesaid,
let him have him here on the *Ostave* of *St.*

B b

Martin

‘ *Martin*, by the Aid of the Court, &c. The
 ‘ same Day is given to the Parties aforesaid
 ‘ here,’ &c.

The second Entry.

The second
 Entry.

Dorsetshire, ‘ *C. D.* in his proper Person de-
 ‘ to wit, , *C.* mandeth against *A. B.* three
 ‘ Messuages, and twenty Acres of Land, with
 ‘ the Appurtenances, in *E.* as his Right and
 ‘ Inheritance, and into which the said *A. B.*
 ‘ has not Entry but after the Disseisin, which
 ‘ *Hugh Hunt* thereof unjustly and without
 ‘ Judgment made to the said *C.* within thirty
 ‘ Years, &c.

‘ And the aforesaid *A.* by *E. F.* his Attor-
 ‘ ney cometh and has heretofore vouched
 ‘ thereupon to Warranty *J. K.* who now by
 ‘ Summons made to him in the County a-
 ‘ foresaid, also cometh by *L. M.* his Attor-
 ‘ ney, and freely warranteth to him the Tene-
 ‘ ments aforesaid, with the Appurtenances,
 ‘ &c. And hereupon the aforesaid *C.* de-
 ‘ mandeth against the said *J.* Tenant by his
 ‘ own Warranty, the Tenements aforesaid,
 ‘ with the Appurtenances, in Manner afore-
 ‘ said, &c. And whereupon he says, that he
 ‘ was seised of the Tenements aforesaid, with
 ‘ the Appurtenances, in his Demesne, as of
 ‘ Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereupon he
 ‘ bringeth Suit, &c.

And

‘ And the aforesaid *J. Tenant* by his own
 ‘ Warranty defendeth his Right, when, &c.
 ‘ And thereupon further voucheth to War-
 ‘ ranty *Thomas Francis Martin*, who is present
 ‘ here in Court in his proper Person, and
 ‘ freely warranteth to him the Tenements
 ‘ aforesaid, with the Appurtenances, &c. And
 ‘ hereupon the aforesaid *C.* demandeth a-
 ‘ gainst the said *Thomas Francis Tenant* by his
 ‘ own Warranty, the Tenements aforesaid,
 ‘ with the Appurtenances, in Manner afore-
 ‘ said, &c. And whereupon he says, that he
 ‘ was seised of the Tenements aforesaid, with
 ‘ the Appurtenance, in his Demesne, as of
 ‘ Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereupon he
 ‘ bringeth Suit, &c.

‘ And the aforesaid *Thomas Francis Tenant*
 ‘ by his own Warranty defendeth his Right,
 ‘ when, &c. and saith, that the aforesaid
 ‘ *Hugh* did not disseise the said *C.* of the
 ‘ Tenements aforesaid, with the Appurte-
 ‘ nances, as the said *C.* by his Writ and De-
 ‘ claration aforesaid above doth suppose, and
 ‘ of this he putteth himself upon the Country,
 ‘ &c.

‘ And the aforesaid *C.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the said *C.* cometh again here
 ‘ into Court in this same Term in his proper
 ‘ Person, and the aforesaid *Thomas Francis* al-
 ‘ though solemnly called, cometh not again,
 ‘ but departed in Contempt of the Court,

* Or forth-
with.

and maketh Default: Therefore it is considered, that the aforesaid C. do recover his Seisin against the said A. of the Tenements aforesaid, with the Appurtenances, and that the said A. have of the Land of the aforesaid J. to the Value, &c. And that the said J. have over of the Land of the said Thomas Francis to the Value, &c. And the said Thomas Francis in Mercy, &c. And hereupon the aforesaid C. prays the Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to him, and it is granted to him, returnable here * without delay, &c. Afterwards, to wit, on the twenty-eighth Day of *November* in this same Term, the aforesaid C. cometh here into Court in his proper Person, and the Sheriff, namely, A. L. Esq; now returneth that he, by Virtue of the said Writ to him directed, on the twenty-fifth Day of *November* last past, caused full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said C. as by the said Writ he was commanded, &c.

Entry

Entry of a Recovery with double Voucher where the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem.

Northumberland, ' *J. C.* in his proper Recovery with double
 to wit, ' *J.* Person demandeth Voucher, the
 ' against *A. E.* two Messuages, two Gardens, Tenant ap-
 ' two Acres of Land, two Acres of Meadow, pears by At-
 ' and two Acres of Pasture, with the Appur- torney on a
 ' tenances, in *S.* and also the Moiety of one Warrant ac-
 ' Messuage, two Gardens, twenty Acres knowledge
 ' of Land, thirty Acres of Meadow, twen- fore a Judge,
 ' ty Acres of Pasture, and fifty Acres and the
 ' of Furze and Heath, with the Appurte- Vouchee by
 ' nances, in *T.* as his Right and Inheritance, Attorney on a
 ' and into which the said *A.* has not Entry Warrant
 ' but after the Disseisin, which *Hugh Hunt* taken by De-
 ' thereof unjustly and without Judgment dimus Pote-
 ' made to the aforesaid *J.* within thirty statem.
 ' Years, &c. And whereupon he says, that The first En-
 ' he was seised of the Tenements and Moiety try or Sum-
 ' aforesaid, with the Appurtenances, in his mons Roll.
 ' Demesne, as of Fee and Right, in Time of
 ' Peace, in the Time of our Lord the King
 ' that now is, by taking the Profits thereof
 ' to the Value, &c. and into which, &c. and
 ' thereupon he bringeth Suit, &c.
 ' And the aforesaid *A.* by *F. G.* his Attor-
 ' ney cometh and defendeth his Right, when,
 B b 3 ' &c.

‘ &c. And thereupon voucheth to Warranty
 ‘ G. P. summoned in the County aforesaid, let
 ‘ him have him here on the Morrow
 ‘ of the *Ascension* of our Lord, by the Aid of
 ‘ the Court, &c. The same Day is given to
 ‘ the Parties aforesaid here,’ &c.

Then on another Roll enter the *Mittimus*
 and Transcript thus, (*in a small Hand*).

The second
 Entry.

‘ OUR Lord the King hath sent to his
 ‘ Justices of the Bench here his Writ
 ‘ of *Mittimus* closed, together with the Tenor
 ‘ of a certain Writ of our said Lord the King
 ‘ of *Dedimus Potestatem*, for receiving a War-
 ‘ rant of Attorney and the Return of the
 ‘ same Writ, and also the Warrant of At-
 ‘ torney thereupon received, in these Words.
 ‘ George the Third, by the Grace of God, of
 ‘ Great Britain, France and Ireland, King,
 ‘ Defender of the Faith, &c. To his Justices
 ‘ of the Bench, Greeting : The Tenors of
 ‘ our certain Writ of *Dedimus Potestatem*,
 ‘ directed to our trusty and well-beloved Sir
 ‘ L. M. Knt. and to our beloved S. T. and
 ‘ R. S. Gent. for and concerning the receiving
 ‘ such Attorney or Attornies, jointly or sever-
 ‘ rally, as G. P. would put or constitute in
 ‘ their Stead before the said Sir L. S. and R.
 ‘ or two of them, to gain or lose against J. C.
 ‘ in a Plea of Land upon our Writ of Entry
 ‘ *Sur Disseisin in le Post*, depending before you
 ‘ between the said J. and A. E. of two Mes-
 ‘ suages, two Gardens, two Acres of Land,
 ‘ two Acres of Meadow, and two Acres of
 ‘ Pasture

' Pasture, with the Appurtenances, in S. and
 ' also of the Moiety of one Messuage, two
 ' Gardens, twenty Acres of Land, thirty
 ' Acres of Meadow, twenty Acres of Pasture,
 ' and of fifty Acres of Furze and Heath,
 ' with the Appurtenances, in T. in the County
 ' of *Northumberland*, which said A. hath
 ' vouched the said G. to warrant to him the
 ' said Tenements and Moiety aforesaid, with
 ' the Appurtenances, and the Return of our
 ' said Writ of *Dedimus Potestatem*, and also the
 ' Warrant of Attorney in that Behalf recei-
 ' ved, sent into our Chancery, and remaining
 ' on the Files of the same Chancery, we send
 ' to you inclosed in these Presents, command-
 ' ing you, that the Tenors aforesaid being
 ' inspected, you cause further to be done
 ' therein, at the Prosecution of the said J.
 ' what of Right and according to the Law
 ' and Custom of *England* shall be meet to be
 ' done. Witness Ourself at *Westminster* the
 ' — Day of — in the — Year of
 ' our Reign. *King. George* the Third by the
 ' Grace of God, of *Great Britain, France*
 ' and *Ireland*, King, Defender of the Faith,
 ' &c. To his trusty and well-beloved Sir
 ' L. M. Knt. and to his beloved S. T. and R.
 ' S. Gentlemen, Greeting: Whereas our Writ
 ' of Entry *Sur Disseisin in le Post*, dependeth
 ' before our Justices of the Bench, between
 ' J. C. and A. E. of two Messuages, two
 ' Gardens, two Acres of Land, two Acres
 ' of Meadow, and two Acres of Pasture, with
 ' the Appurtenances, in S. and also of the
 ' Moiety of one Messuage, two Gardens,

twenty Acres of Land, thirty Acres of
 Meadow, twenty Acres of Pasture, and
 fifty Acres of Furze and Heath, with the
 Appurtenances, in T. in the County of
Northumberland; and the said A. appearing
 in our full Court before our said Justices,
 hath vouched G. P. to warrant to him the
 said Tenements and Moiety aforefaid, with
 the Appurtenances: Whereupon our Writ
 of Summons to Warranty hath issued forth
 against the said G. returnable before our
 said Justices on the Morrow of the *Ascension*
 of our Lord; and the said G. being, as we
 are informed, so infirm that he is not able,
 without great Danger of his Body, to travel
 to *Westminster* by the Day in our said Writ
 of Summons to Warranty contained, to do
 and act those Things which then and there
 would be expedient to be done in the same:
 We tendering the State of the said G. in
 this Behalf, have given you, or two of you,
 Power and Authority of receiving such
 Attorney or Attornies, jointly or severally,
 as the said G. will put or constitute in his
 Stead, before you, or two of you, to gain
 or lose in the said Plea before our said
 Justices: And therefore we command you,
 or two of you, that going in Person to the
 said G. if he be not able conveniently to
 come to you, you receive his Attorney or
 Attornies jointly or severally in Form afore-
 faid; and when you shall have received the
 said Attorney or Attornies, you distinctly
 and plainly without delay certify us in our
 Chancery of the Name or Names of such
 At-

‘ Attorney or Attornies, under your Seals,
 ‘ or the Seals of two of you, sending back
 ‘ to us this Writ. Witness Ourself at *West-*
 ‘ *minster* the ——— Day of ——— in the ———
 ‘ Year of our Reign. *King.* By the Lord
 ‘ High Chancellor of *Great Britain*, at the
 ‘ Instance of the Demandant. *A. C. E.*
 ‘ *Willes.* The Execution of this Writ appears
 ‘ in a Schedule hereunto annexed. Received
 ‘ 6s. 8d. *S. Hetherington. Northumberland, to*
 ‘ *wit, G. P.* whom the said *A. E.* voucheth to
 ‘ Warranty, putteth in his Place ——— and
 ‘ ——— against *J. C.* to gain or lose in a Plea
 ‘ of Land. *G. P.* Taken and acknowledged
 ‘ the ——— Day of ——— in the Year of our Lord
 ‘ ——— before us *S. T. R. S.*

[*Then at the distance of and Inch on the same.*]
 Roll go on thus in a large Hand]

‘ Elsewhere, as it appears in this same
 ‘ Term on the ——— Roll, it thus contained :
 ‘ *Northumberland, to wit, J. C.* in his proper
 ‘ Person demandeth against *A. E.* two Mes-
 ‘ suages, two Gardens, two Acres of Land,
 ‘ two Acres of Meadow, and two Acres of
 ‘ Pasture, with the Appurtenances, in *S.* and
 ‘ also the Moiety of one Messuage, two Gar-
 ‘ dens, twenty Acres of Land, thirty Acres
 ‘ of Meadow, twenty Acres of Pasture, and
 ‘ fifty Acres of Furze and Heath, with the
 ‘ Appurtenances, in *F.* as his Right and In-
 ‘ heritance, and into which the said *A.* hath
 ‘ not Entry but after the Disseisin, which
 ‘ *Hugh Hunt* thereof unjustly and without
 ‘ Judg-

Judgment made to the aforesaid *J.* within
 thirty Years, &c. And whereupon he says,
 that he was seised of the Tenements and
 Moiety aforesaid, with the Appurtenances,
 in his Demesne, as of Fee and Right, in
 Time of Peace, in the Time of our Lord
 the King that now is, by taking the Profits
 thereof to the Value, &c. and into which,
 &c. and thereupon he bringeth Suit, &c.
 And the aforesaid *A.* by *F. G.* his Attorney
 cometh and defendeth his Right, when, &c.
 And thereupon voucheth to Warranty *G. P.*
 summoned in the County aforesaid, let
 him have him here on the Morrow of the
Ascension of our Lord, by the Aid of the
 Court, &c. The same Day is given to the
 Parties aforesaid here, &c. And now at
 this Day, to wit, on the Morrow of the
Ascension of our Lord, here cometh as well
 the said *J.* in his proper Person, as the said
A. by the said *F. G.* his Attorney ; and the
 said *G.* being summoned, &c. likewise com-
 eth by *R. G.* his Attorney, and freely war-
 ranteth to the said *A.* the Tenements and
 Moiety aforesaid, with the Appurtenances,
 &c. And hereupon the said *J.* demandeth
 against the said *G.* Tenant by own his War-
 ranty, the Tenements and Moiety aforesaid,
 with the Appurtenances, in Manner afore-
 said, &c. And whereupon he says, that he
 was seised of the Tenements and Moiety
 aforesaid, with the Appurtenances, in his
 Demesne, as of Fee and Right, in Time of
 Peace, in the Time of our Lord the King
 that now is, by taking Profits thereof to the
 Value,

Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid G. Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Thomas Francis Martin*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements and Moiety aforesaid, with the Appurtenances, &c. And hereupon the said J. demandeth against the said *Thomas Francis*, Tenant by his own Warranty, the Tenements and Moiety aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said *Thomas Francis*, Tenant by his own Warranty defendeth his Right, when, &c. and says, that the said *Hugh* did not disseise the said J. of the Tenements and Moiety aforesaid, with the Appurtenances, as the said J. by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said J. thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said J. cometh again here into Court in this same Term in his proper Person, and the said *Thomas Francis*, although solemnly called, cometh not again, but departed

‘ parted in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the said *J.* do recover his Seisin against
 ‘ the said *A.* of the Tenements and Moiety
 ‘ aforesaid with the Appurtenances, and that
 ‘ the said *A.* have of the Land of the said
 ‘ *G.* to the Value, &c. And that the said *G.*
 ‘ have over of the Land of the said *Thomas*
 ‘ *Francis* to the Value, &c. And the said
 ‘ *Thomas Francis* in Mercy, &c. And here-
 ‘ upon the said *J.* prays the Writ of our
 ‘ Lord the King, to be directed to the Sheriff
 ‘ of the County aforesaid, to cause full Seisin
 ‘ of the Tenements and Moiety aforesaid,
 ‘ with the Appurtenances, to be delivered to
 ‘ him, and it is granted to him, returnable
 ‘ here on the *Octave* of the *Holy Trinity*, &c.
 ‘ at which Day the said *J.* cometh here into
 ‘ Court in his proper Person, and the Sheriff,
 ‘ to wit, *N. R. Esq;* now returneth that he,
 ‘ by Virtue of the said Writ to him directed,
 ‘ on the — Day of — last past, caused
 ‘ full Seisin of the Tenements and Moiety
 ‘ aforesaid, with the Appurtenances, to be
 ‘ delivered to the said *J.* as by the said Writ
 ‘ he was commanded, &c.

Entry of Recovery with double Voucher, This Entry is where the Tenant appears in Person, on a Roll of Michaelmas Term. and the Vouchee by Attorney, on a Warrant taken by Dedimus Potestatem.

Yorkshire, ' *E* G. Esq; in his proper Person Writ of Entry to wit, ' demandeth against C. B. returnable on the Morrow of All Souls.

' Gent. twenty Acres of Land, with the Appurtenances, in Carleton, as his Right and Inheritance, and into which the said C. hath not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment made to the said E. within thirty Years, &c. And whereupon he says, that he was seised of the said Acres of Land, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

' And the said C. in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty C. K. Esq; and L. his Wife, summoned in the County aforesaid, let him have them here from the Day of St. Martin in fifteen Days, by the Aid of the Court, &c. The same Day is given to the said Parties here, &c. And hereupon the said C. putteth in his Place J. S. and L. R. his Attornies jointly and severally against the said E. to gain or lose in the Plea aforesaid, &c.

' O U R

This Entry
must be on a
Roll of the
same Mich-
aelmas Term.

* Ingross the
Mittimus and
Transcript
verbatim.

OUR Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of the said Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words:

* *George* the Third, by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well-beloved Sir *W. J. Knt.* and to our beloved *D. P.* and *R. R.* Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as *C. K. Esq;* and *L.* his Wife would put or constitute in their Stead, before the said Sir *W. J. D.* and *R.* or two of them, to gain or lose against *E. G. Esq;* in a Plea of Land upon our Writ of Entry Sur Disseisin *in le Post*, depending before you, between the said *E.* and *C. B. Gent.* of twenty Acres of Land, with the Appurtenances, in *Carleton* in the County of *York*, which said *C. B.* hath vouched the said *C. K.* and *L.* to warrant to him the said Land, with the Appurtenances, and the Return of our said Writ of *Dedimus Potestatem*, and also the Warrant of Attorney in that Behalf received, sent into our Chancery, and remaining on the Files of the same Chancery, we send to you inclosed in these Presents,

com-

‘ commanding you, that the Tenors afore-
‘ said being inspected, you cause further to
‘ be done therein, at the Prosecution of the
‘ said *E.* what of Right and according to
‘ the Law and Custom of *England* shall be
‘ meet to be done. Witness Ourself at *West-*
‘ *minster* the twenty-second Day of *November*
‘ in the twelfth Year of our Reign. *King.*
‘ *George* the Third, by the Grace of God,
‘ of *Great Britain, France and Ireland*, King,
‘ Defender of the Faith, &c. To his trusty
‘ and well-beloved Sir *W. J.* Knt. and to
‘ his beloved *D. P.* and *R. R.* Gentlemen,
‘ Greeting: Whereas our Writ of Entry Sur
‘ Disseisin *in le Post*, dependeth before our
‘ Justices of the Bench, between *E. G.* Esq;
‘ and *C. B.* Gentleman, of twenty Acres of
‘ Land with the Appurtenances, in *Carleton*
‘ in the County of *York*, and the said *C. B.*
‘ appearing in our full Court before our said
‘ Justices hath vouched *C. K.* Esq; and *L.*
‘ his Wife to warrant to him the said Land,
‘ with the Appurtenances, whereupon our
‘ Writ of Summons to Warranty hath issued
‘ forth against the said *C. K.* and *L.* returnable
‘ before our said Justices from the Day of *St.*
‘ *Martin* in fifteen Days; and the said *C. K.*
‘ and *L.* being, as we are informed, so in-
‘ firm, that they are not able, without great
‘ Danger of their Bodies, to travel to *West-*
‘ *minster* by the Day in our said Writ of Sum-
‘ mons to Warranty contained, to do and
‘ act those Things which then and there
‘ would be expedient to be done in the
‘ same: We tendering the State of the said
‘ *C.*

‘ C. K. and L. in this Behalf, have given you,
 ‘ or two of you, Power and Authority of
 ‘ receiving such Attorney or Attornies, joint-
 ‘ ly or severally, as the said C. K. and L. will
 ‘ put or constitute in their Stead, before you,
 ‘ or two of you, to gain or lose in the said
 ‘ Plea before our said Justices: And therefore
 ‘ we command you, or two of you, that
 ‘ going in Person to the said C. K. and L. if
 ‘ they be not able conveniently to come to
 ‘ you, you receive their Attorney or At-
 ‘ tornies jointly or severally in Form afore-
 ‘ said; and when you shall have received the
 ‘ said Attorney or Attornies, you distinctly
 ‘ and plainly, without delay, certify us in
 ‘ our Chancery of the Name or Names of
 ‘ such Attorney or Attornies, under your
 ‘ Seals, or the Seals of two of you, sending
 ‘ back to us this Writ. Witness Ourself at
 ‘ *Westminster* the thirty-first Day of *October*
 ‘ in the thirteenth Year of our Reign. *King.*
 ‘ By the Lord Chancellor of *Great Britain*,
 ‘ at the Instance of the Demandant. *A. C.*
 ‘ *E. Willes.* The Execution of this Writ
 ‘ appears in a Schedule hereunto annexed.
 ‘ *Daniel Powell, Robert Richardson.* Received
 ‘ 6s. 8d. *S. Hetberington. Yorkshire, to wit.*
 ‘ C. K. Esq; and L. his Wife, whom the
 ‘ said C. B. voucheth to Warranty, put in
 ‘ their Place *J. W.* and *E. B.* their Attor-
 ‘ nies, jointly or severally, to gain or lose
 ‘ against *E. G. Esq;* in a Plea of Land.
 ‘ C. K. L. K. Taken and acknowledged the
 ‘ twentieth Day of *November*, in the Year of
 ‘ our Lord One Thousand seven Hundred
 ‘ and seventy-one, before us, *D. P. R. R.*

' Elsewhere, as it appears in this same To be entered
 ' Term upon the five Hundredth and on the same
 ' fifty-eighth Roll it is thus contained: *York-* Roll of Mi-
 ' *shire, to wit, E. G. Esq;* in his proper Per- chaelmas
 ' son demandeth against *C. B. Gent.* twenty Term in an
 ' Acres of Land, with the Appurtenances, Exemplifying
 ' in *Carleton*, as his Right and Inheritance, Hand.
 ' and into which the said *C.* hath not Entry
 ' but after the Disseisin, which *Hugh Hunt*
 ' thereof unjustly and without Judgment hath
 ' made to the said *E.* within thirty Years, &c.
 ' And whereupon he saith, that he was seised
 ' of the said Acres of Land, with the Appur-
 ' tenances, in his Demesne, as of Fee and
 ' Right, in Time of Peace, in the Time of
 ' our Lord the King that now is, by taking
 ' the Profits thereof to the Value, &c. and
 ' into which, &c. and thereupon he bringeth
 ' Suit, &c.

' And the said *C.* in his proper Person
 ' cometh and defendeth his Right, when,
 ' &c. And thereupon voucheth to Warranty
 ' *C. K. Esq;* and *L.* his Wife, summoned in
 ' the County aforesaid, let him have them
 ' here from the Day of *St. Martin* in fifteen
 ' Days, by the Aid of the Court, &c. The
 ' same Day is given to the said Parties here,
 ' &c. And hereupon the said *C. B.* putteth
 ' in his Place *J. S.* and *L. R.* his Attornies
 ' jointly and severally against the said *E.* to
 ' gain or lose in the Plea aforesaid, &c. At
 ' which Day here cometh as well the said *E.*
 ' in his proper Person, as the said *C. B.* by the
 ' said *L. R.* his Attorney; and the said *C. K.*

C c

' and

Of Recoveries.

‘ and *L.* being summoned, &c. likewise come
 ‘ by *E. B.* their Attorney, and freely warrant
 ‘ to the said *C. B.* the aforesaid Acres of
 ‘ Land, with the Appurtenances, &c. And
 ‘ hereupon the said *E.* demandeth against the
 ‘ said *C. K.* and *L.* Tenants by their own
 ‘ Warranty, the said Acres of Land, with the
 ‘ Appurtenances, in Manner aforesaid, &c.
 ‘ And whereupon he says, that he was seised
 ‘ of the said Acres of Land, with the Ap-
 ‘ purtenances, in his Demesne, as of Fee and
 ‘ Right, in Time of Peace, in the Time of
 ‘ our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereupon he bringeth
 ‘ Suit, &c.

‘ And the aforesaid *C. K.* and *L.* Tenants
 ‘ by their own Warranty defend their Right,
 ‘ when, &c. And thereupon further vouch to
 ‘ Warranty *Thomas Francis Martin*, who is
 ‘ present here in Court in his proper Person,
 ‘ and freely warranteth to them the aforesaid
 ‘ Acres of Land, with the Appurtenances,
 ‘ &c. And hereupon the said *E.* demandeth
 ‘ against the said *Thomas Francis*, Tenant by
 ‘ his own Warranty, the Acres of Land afore-
 ‘ said with the Appurtenances, in Manner
 ‘ aforesaid, &c. And whereupon he saith,
 ‘ that he was seised of the said Acres of Land,
 ‘ with the Appurtenances, in his Demesne, as
 ‘ of Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is, by
 ‘ taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereupon he
 ‘ bringeth Suit, &c.

‘ And

‘ And the said *Thomas Francis* Tenant by
 ‘ his own Warranty defendeth his Right, when,
 ‘ &c. and says, that the said *Hugh* did not
 ‘ disseise the said *E.* of the aforesaid Acres of
 ‘ Land, with the Appurtenances, as the said
 ‘ *E.* by his Writ and Declaration above doth
 ‘ suppose; and of this he putteth himself
 ‘ upon the Country.

‘ And the said *E.* thereupon craveth Leave
 ‘ to imparl, and he hath it, &c. And after-
 ‘ ward the said *E.* cometh again here into
 ‘ Court in this same Term in his proper Per-
 ‘ son, and the said *Thomas Francis*, although
 ‘ solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and
 ‘ maketh Default: Therefore it is considered,
 ‘ that the said *E.* do recover his Seisin against
 ‘ the said *C. B.* of the Acres of Land afore-
 ‘ said, with the Appurtenances, and that the
 ‘ said *C. B.* have of the Land of the said
 ‘ *C. K.* and *L.* to the Value, &c. And fur-
 ‘ ther, that the said *C. K.* and *L.* have over
 ‘ of the Land of the said *Thomas Francis* to
 ‘ the Value, &c. And the said *Thomas Francis*
 ‘ in Mercy, &c. And hereupon the said *E.*
 ‘ prays the Writ of our Lord the King, to be
 ‘ directed to the Sheriff of the County afore-
 ‘ said, to cause full Seisin of the said Acres of
 ‘ Land, with the Appurtenances, to be deli-
 ‘ vered to him, and it is granted to him, re-
 ‘ turnable here on the *Octave* of *St. Hilary*,

C c 2

‘ &c.

* *Note*; Whenever two or more Parties to a Recovery have the same Christian Name, you must add their Surnames to distinguish them, otherwise the Christian Name is only written after the first Time.

‘ &c. at which Day the said E. G. cometh
 ‘ here into Court in his proper Person, and
 ‘ the Sheriff, to wit, Sir *Lionel Pilkington*,
 ‘ Bart. now returneth that he, by Virtue of
 ‘ the said Writ to him directed, on the sixth
 ‘ Day of *December* last past, caused full Seisin
 ‘ of the said Acres of Land, with the Ap-
 ‘ purtenances, to be delivered to the said E.
 ‘ G. as by the said Writ he was commanded,
 ‘ &c.

The Writ of
 Entry in this
 Recovery is
 supposed to be
 returnable
 from the Day
 of the Holy
 Trinity in
 three Weeks.

This Entry
 therefore must
 be upon a Roll
 of Trinity
 Term.

Recovery by
 double Vouch-
 er, where both
 Tenant and
 Vouchee ap-
 pear by Attor-
 ney, on War-
 rant taken by
Dedimus Po-
testatem.

Enter the
Mittimus and
 Transcript of

Entry of a Recovery by double Voucher,
where Tenant and Vouchee appear by
Attorney, on Warrant taken by Dedi-
mus Potestatem. [Begin in a small
 Hand, and enter the *Mittimus* and
 Transcript of the *Dedimus Potesta-*
tem for receiving the Attorney of the
 Tenant in the following Manner.]

OUR Lord the King hath sent to his
 Justices of the Bench here his Writ
 of *Mittimus* closed, together with the Tenor
 of a certain Writ of our said Lord the
 King of *Dedimus Potestatem*, for receiving
 of a Warrant of Attorney and the Return
 of the same Writ, and also the Warrant
 of Attorney thereupon received, in these
 Words: *George* the Third, by the Grace
 of God, of *Great Britain, France and Ire-*
land, King, Defender of the Faith, &c. To
 his Justices of the Bench, Greeting: The
 Tenors of our certain Writ of *Dedimus Po-*
testatem,

' *testatem*, directed to our trusty and well-beloved the Dedimus
 ' beloved Sir *A. B.* Knt. and to our beloved Poteftatem for
 ' *C. D.* and *E. F.* Gent. for and concerning taking the Ten-
 ' the receiving such Attorney or Attornies, rant of Attor-
 ' jointly or severally, as *R. R.* Esq; would ney on the
 ' put or constitute in his Stead before the said Roll verbatim.
 ' Sir *A. C.* and *E.* or two of them, to gain
 ' or lose against *R. F.* Esq; in a Plea of Land
 ' upon our Writ of Entry Sur Disseisin in le
 ' *Post*, depending before you, between the
 ' said *R. F.* and the said *R. R.* of six Mes-
 ' suages, six Gardens, twenty Acres of Mea-
 ' dow, sixty Acres of Pasture, Common of
 ' Pasture for all Cattle, and Common of Tur-
 ' bary, with the Appurtenances, in *M. C.*
 ' *E. D.* and *O.* in the County of *Northamp-*
 ' *ton*, and the Return of our said Writ of
 ' *Dedimus Poteftatem*, and also the Warrant of
 ' Attorney in that Behalf received, sent into
 ' our Chancery, and remaining on the Files
 ' of the same Chancery, we send to you in-
 ' closed in these Presents, commanding you,
 ' that the Tenors aforesaid being inspected,
 ' your cause further to be done therein, at the
 ' Prosecution of the said *R. F.* that which of
 ' Right and according to the Law and Custom
 ' of *England* shall be meet to be done. Wit-
 ' ness Ourself at *Westminster* the — Day of
 ' — in the — Year of our Reign. *Put-*
 ' *land.* *George* the Third, by the Grace of
 ' God, of *Great Britain, France* and *Ireland*,
 ' King, Defender of the Faith, &c. To his
 ' trusty and well-beloved Sir *A. B.* Knt. and
 ' to his beloved *C. D.* and *E. F.* Gentlemen,
 ' Greeting; Whereas our Writ of Entry upon
 ' Disseisin

Of Recoveries.

‘ Disseisin *in le Post*, depending before our
 ‘ Justices of the Bench, between *R. F. Esq;*
 ‘ and *R. R. Esq;* of six Messuages, six Gar-
 ‘ dens, twenty Acres of Meadow, sixty Acres
 ‘ of Pasture, Common of Pasture for all Cat-
 ‘ tle, and Common of Turbary, with the Ap-
 ‘ purtenances, in *M. C. E. D. and O.* in the
 ‘ County of *Northampton*; and the said *R. R.*
 ‘ being, as we are informed, so infirm that
 ‘ he is not able, without the greatest Danger
 ‘ of his Body, to travel to *Westminster* at the
 ‘ Day in the said Writ contained, to do and
 ‘ act those Things which then and there would
 ‘ be expedient to be done in the same: We
 ‘ tendering the State of the said *R. R.* in this
 ‘ Behalf, have given to you, or two of you,
 ‘ Power and Authority of receiving such At-
 ‘ torney or Attornies, jointly or severally, as
 ‘ the said *R. R.* will put or constitute in his
 ‘ Stead, before you, or two of you, to gain
 ‘ or lose in the said Plea before our said Jus-
 ‘ tices: And therefore we command you, or
 ‘ two of you, that going in Person to the said
 ‘ *R. R.* if he be not able conveniently to come
 ‘ to you, you receive his Attorney or Attornies
 ‘ jointly or severally in Form aforesaid; and
 ‘ when you shall have received the said At-
 ‘ torney or Attornies, you distinctly and
 ‘ plainly without delay certify us in our
 ‘ Chancery of the Name or Names of such
 ‘ Attorney or Attornies, under your Seals,
 ‘ or the Seals of two of you, sending back
 ‘ to us this Writ. Witness Ourselves at *West-*
 ‘ *minster* the ——— Day of ——— in the
 ‘ ——— Year of our Reign. *Putland.* By
 ‘ the

‘ the Lord High Chancellor of *Great Britain*,
 ‘ at the Instance of the Demandant. *Thomas*
 ‘ *Parker*. The Execution of this Commission
 ‘ appears in a certain Schedule hereunto an-
 ‘ nexed. *C. D. E. F.* Received 6 s. 8 d.
 ‘ *S. Hetherington. Northamptonshire, to wit,*
 ‘ *R. R.* Esq; putteth in his Place *Thomas Hunt*
 ‘ and *William Wilde*, his Attornies jointly and
 ‘ severally to gain or lose against *R. F.* Esq;
 ‘ in a Plea of Land, &c. *R. R.* Taken and
 ‘ acknowledged the — Day of — in the
 ‘ — Years of the Reign of King *George*
 ‘ the Third, before *C. D.* and *E. F.*

[*Then at the Distance of an Inch in a large*
Hand make the Entry of the Count and
Voucher on the same Roll of Trinity Term in
the following Manner.]

‘ *Northamptonshire, to wit, R. F.* Esq; in
 ‘ his proper Person demandeth against *R. R.*
 ‘ Esq; six Messuages, six Gardens, twenty
 ‘ Acres of Meadow, sixty Acres of Pasture,
 ‘ Common of Pasture for all Cattle, and
 ‘ Common of Turbary, with the Appurte-
 ‘ nances, in *M. C. E. D.* and *O.* as his
 ‘ Right and Inheritance, and into which the
 ‘ said *R. R.* hath not Entry but after the
 ‘ Disseisin, which *Hugh Hunt* thereof un-
 ‘ justly and without Judgment made to the
 ‘ said *R. F.* within thirty Years, &c. And
 ‘ whereupon he says, that he was seised of
 ‘ the Tenements and Commons aforesaid,
 ‘ with the Appurtenances, in his Demesne,
 ‘ as of Fee and Right, in Time of Peace,
 ‘ in

‘ in the Time of our Lord the King that
 ‘ now is, by taking the Profits thereof to
 ‘ the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforefaid R. R. by *Thomas Hunt*
 ‘ his Attorney cometh and defendeth his
 ‘ Right, when, &c. And hereupon voucheth
 ‘ to Warranty T. S. Esq; and A. his Wife,
 ‘ summoned in the County aforefaid, let him
 ‘ have them here on the *Octave of St. Martin*,
 ‘ by the Aid of the Court, &c. The same
 ‘ Day is given to the Parties aforefaid here,
 ‘ &c.

[*Then on another Roll of Michaelmas Term fol-
 lowing in a small ingrossing Hand enter the Mit-
 timus and Transcript of the Dedimus Potestatem
 for the receiving the Attorney of the Vou-
 chee as follows.*

The second
 Entry.

Enter the
 Mittimus and
 Transcript of
 the Dedimus
 Potestatem,
 &c. for the
 Vouchee ver-
 batim.

‘ OUR Lord the King hath sent to his
 ‘ Justices of the Bench here his Writ
 ‘ of *Mittimus* closed, together with the Te-
 ‘ nor of a certain Writ of the said Lord the
 ‘ King of *Dedimus Potestatem*, for receiving of
 ‘ a Warrant of Attorney, and the Return of
 ‘ the same Writ, and also the Warrant of At-
 ‘ torney thereupon received, in these Words:
 ‘ *George the Third*, by the Grace of God,
 ‘ of *Great Britain, France and Ireland*, King,
 ‘ Defender of the Faith, &c. To his Justices
 ‘ of the Bench, Greeting: The Tenors of
 ‘ our certain Writ of *Dedimus Potestatem*, di-
 ‘ rected to our trusty and well-beloved Sir
 ‘ A. B. Knt. and to our beloved C. D. and
 ‘ E. F.

E. F. Gentlemen, for and concerning the
 receiving such Attorney or Attornies, jointly
 or severally, as T. S. Esq; and A. his Wife
 would put or constitute in their Stead, be-
 fore the said Sir A. B. C. and D. or two
 of them, to gain or lose against R. F. Esq;
 in a Plea of Land upon our Writ of Entry
 Sur Disseisin *in le Post*, depending before
 you, between the aforesaid R. F. and R. R.
 Esq; of six Messuages, six Gardens, twenty
 Acres of Meadow, sixty Acres of Pasture,
 Common of Pasture for all Cattle, and Com-
 mon of Turbary, with the Appurtenances, in
 M. C. E. D. and O. in the County of *North-*
ampton, which said R. R. hath vouched the
 said T. S. and A. to warrant to him the Te-
 nements and Commons aforesaid, with the
 Appurtenances, and the Return of the said
 Writ of *Dedimus Potestatem*, and also the
 Warrant of Attorney in that Behalf received,
 sent into our Chancery, and in our said
 Chancery remaining, on the Files of the
 same Chancery, we send to you inclosed in
 these Presents, commanding you, that the
 Tenors aforesaid being inspected, you cause
 further to be done therein, at the Prosecu-
 tion of the said R. F. what of Right and
 according to the Law and Custom of
England shall be meet to be done. Witness
 Ourself at *Westminster* the — Day of —
 in the — Year of our Reign. *Putland.*
 George the Third, by the Grace of God,
 of *Great Britain, France and Ireland*, King,
 Defender of the Faith, &c. To his trusty
 and well-beloved Sir A. B. Knt, and to
 his

his beloved C. D. and E. F. Gentlemen,
 Greeting : Whereas our Writ of Entry Sur
 Diffieisin *in le Post*, is depending before our
 Justices of the Bench, between R. F. Esq;
 and R. R. Esq; of six Messuages, six Gar-
 dens, twenty Acres of Meadow, sixty Acres
 of Pasture, Common of Pasture for all
 Cattle, and Common of Turbary, with the
 Appurtenances, in M. C. E. D. and O. in
 the County of *Northampton*, and the afore-
 said R. R. appearing in our full Court be-
 fore our said Justices hath vouched T. S.
 and A. his Wife to warrant to him the
 Tenements and Commons aforesaid, with
 the Appurtenances, whereupon our Writ of
 Summons to Warranty hath issued against
 the said T. S. and A. his Wife, returnable
 before our said Justices on the *Octave* of *St.*
Martin; and the said T. S. and A. being,
 as we are informed, so infirm, that they
 are not able, without great Danger of their
 Bodies, to travel to *Westminster* by the Day
 in the said Writ of Summons to Warranty
 contained, to do and act those Things
 which then and there would be expedient
 to be done in the same : We tendering the
 State of the said T. S. and A. in this Be-
 half, have given you, or two of you, Power
 and full Authority of receiving such At-
 torney or Attornies, jointly or severally, as
 the said T. S. and A. will put or con-
 stitute in their Stead, before you, or two
 of you, to gain or lose in the said Plea
 before our said Justices : And therefore we
 command you, or two of you, that going
 in

' in Person to the said T. S. and A. if they
 ' be not able conveniently to come to you,
 ' you receive their Attorney or Attornies
 ' jointly or severally in Form aforesaid ; and
 ' when you shall have received the said At-
 ' torney or Attornies, you distinctly and
 ' plainly, without delay, certify us in our
 ' Chancery of the Name or Names of such
 ' Attorney or Attornies, under your Seals, or
 ' the Seals of two of you, sending back to
 ' us this Writ. Witness Ourselves at *Westminster*
 ' the——Day of ——in the——Year of
 ' our Reign. *Putland.* By the Lord High
 ' Chancellor of *Great Britain*, at the Instance
 ' of the Demandant *Thomas Parker.* The
 ' Execution of this Writ appears in a certain
 ' Schedule hereunto annexed. *C. D. E. F.*
 ' Received 6 s. 8 d. S. *Hetherington.* *North-*
 ' *amptonshire, to wit, T. S. and A. his Wife,*
 ' whom *R. R. Esq;* voucheth to Warranty,
 ' put in their Place *Robert Guy* and *P. C.* their
 ' Attornies, jointly or severally, to gain or
 ' lose against *R. F. Esq;* in a Plea of Land.
 ' *T. S. A. S.* Taken and acknowledged the
 ' ——Day of ——in——Year of the
 ' Reign of King *George the Third*, before *C.*
 ' *D. E. F.*

[Then at the Distance of an Inch in a large Hand
enter the Recovery in the following Manner on
the same Roll of Michaelmas Term.]

' *Northamptonshire, to wit, R. F. Esq;* in his
 ' proper Person demandeth against *R. R. Esq;*
 ' six Messuages, six Gardens, twenty Acres
 ' of

‘ of Meadow, sixty Acres of Pasture, Com-
 ‘ mon of Pasture for all Cattle, and Common
 ‘ of Turbary, with the Appurtenances, in
 ‘ *M. C. E. D.* and *O.* as his Right and Inhe-
 ‘ ritage, and into which the said *R. R.* hath
 ‘ not Entry but after the Disseisin, which
 ‘ *Hugh Hunt* thereof unjustly and without
 ‘ Judgment made to the said *R. F.* within
 ‘ thirty Years,’ &c.

‘ And the aforesaid *R. R.* by *Thomas Hunt*
 ‘ his Attorney cometh, and having heretofore
 ‘ vouched thereupon to Warranty *T. S.* and
 ‘ *A.* his Wife, who now by Summons made
 ‘ to them in the County aforesaid, by *Robert*
 ‘ *Guy* their Attorney, also come and freely
 ‘ warrant to the said *R. R.* the Tenements
 ‘ and Commons aforesaid, with the Appurte-
 ‘ nances, &c. And hereupon the aforesaid
 ‘ *R. F.* demandeth against the said *T. S.* and
 ‘ *A.* Tenants by their own Warranty, the
 ‘ Tenements and Commons aforesaid, with
 ‘ the Appurtenances, in Manner aforesaid,
 ‘ &c. And whereupon he says, that he was
 ‘ seised of the Tenements and Commons
 ‘ aforesaid, with the Appurtenances, in his
 ‘ Demesne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King
 ‘ that now is, by taking the Profits thereof
 ‘ to the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforesaid *T. S.* and *A.* Tenants
 ‘ by their own Warranty defend their Right,
 ‘ when, &c. And thereupon further vouch
 ‘ to Warranty *Thomas Francis Martin*, who is
 ‘ present here in Court in his proper Person,
 ‘ and

‘ and freely warranteth to them the Tene-
 ‘ ments and Commons aforeſaid, with the
 ‘ Appurtenances, &c. And hereupon the
 ‘ aforeſaid *R. F.* demandeth againſt the ſaid
 ‘ *Thomas Francis* Tenant by his own Warranty,
 ‘ the Tenements and Commons aforeſaid,
 ‘ with the Appurtenances, in Manner afore-
 ‘ ſaid, &c. And whereupon he ſays, that he
 ‘ was ſeiſed of the Tenements and Commons
 ‘ aforeſaid, with the Appurtenances, in his
 ‘ Demefne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King
 ‘ that now is, by taking the Profits thereof
 ‘ to the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.

‘ And the aforeſaid *Thomas Francis* Tenant
 ‘ by his own Warranty defendeth his Right,
 ‘ when, &c. and ſaith, that the aforeſaid *Hugh*
 ‘ did not diſſeiſe the ſaid *R. F.* of the Tene-
 ‘ ments and Commons aforeſaid, with the
 ‘ Appurtenances, as the aforeſaid *R. F.* by his
 ‘ Writ and Declaration aforeſaid above doth
 ‘ ſuppoſe; and of this he putteth himſelf upon
 ‘ the Country, &c.

‘ And the aforeſaid *R. F.* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And
 ‘ afterwards the ſaid *R. F.* cometh again here
 ‘ into Court in this ſame Term in his proper
 ‘ Perſon, and the aforeſaid *Thomas Francis*, al-
 ‘ though ſolemnly called, cometh not again,
 ‘ but departed in Contempt of the Court,
 ‘ and maketh Default: Therefore it is conſi-
 ‘ dered, that the aforeſaid *R. F.* do recover
 ‘ his Seiſin againſt the ſaid *R. R.* of the Tene-
 ‘ ments and Commons aforeſaid, with the Ap-
 ‘ pur-

‘ purtenances, and that the said *R. R.* have of
 ‘ the Land of the aforesaid *T. S.* and *A.* to the
 ‘ Value, &c. And that the said *T. S.* and *A.*
 ‘ have over of the Land of the aforesaid
 ‘ *Thomas Francis* to the Value, &c. And the
 ‘ said *Thomas Francis* in Mercy, &c. And
 ‘ hereupon the aforesaid *R. F.* prays the Writ
 ‘ of our Lord the King, to be directed to the
 ‘ Sheriff of the County aforesaid, to cause full
 ‘ Seisin of the Tenements and Commons a-
 ‘ foresaid, with the Appurtenances, to be de-
 ‘ livered to him, and it is granted to him,
 ‘ returnable here without Delay, &c. After-
 ‘ wards, to wit, on the * twenty-eighth Day
 ‘ of *November* in this same Term, the afore-
 ‘ said *R. F.* cometh here into Court in his
 ‘ proper Person, and the Sheriff, namely, *J.*
 ‘ *P. Esq;* now returneth that he, by Virtue
 ‘ of the aforesaid Writ to him directed, on
 ‘ the twenty-fifth Day of *November* last past,
 ‘ caused full Seisin of the Tenements and
 ‘ Commons aforesaid, with the Appurtenan-
 ‘ ces, to be delivered to the said *R. F.* as by
 ‘ the said Writ he was commanded, &c.

* The last Day of the Term.

Instructions how to enter a Common Recovery with treble Voucher on the Rolls, where the Tenant appears in Person, the first Vouchee by Attorney on a Warrant taken by dedimus Potestatem, and the second Vouchee likewise by Attorney on a Warrant taken by dedimus Potestatem.

IF it be required that this be made a Complete Recovery of *Michaelmas* Term, the Writ of Entry must be made returnable, either on the first or second Return of the *Trinity* Term before, because there must be four Returns between the Return of the Writ of Entry and the first Writ of Summons inclusive of both, and the like between the first and second Writs of Summons, upon which Return Day of the second Writ of Summons, (and not before) Judgment is given and entered, and a Writ of Seisin awarded; therefore we will suppose for this Purpose if the Writ of Entry be returnable in Eight Days of the *Holy Trinity*. Then the first Summons must be returnable on the Morrow of *All Souls*, the second Summons, from the Day of *St. Martin* in 15 Days, and the Writ of Seisin, eight Days of *St. Hilary*.

The Writ of Entry being returnable in eight Days of the *Holy Trinity*, the Demandant and Tenant are supposed to come to the

Common Pleas Bar at that Return, and the Demandant then to count against the Tenant, who also then makes Defence, and vouches to Warranty the first Vouchee, whereupon a Writ is awarded to summon him to be before the Justices at *Westminster* on the Morrow of *All Souls*, to warrant to the Tenant the Premises in the Count demanded. This being all that is supposed to be transacted in Court in *Trinity Term*, must consequently be Recorded and entered in a Plea-Roll of that Term among the Pleas of Land, in a large, strong, ingrossing Hand, according to the following Form.

*Writ of Entry Returnable in eight Days
of the Holy Trinity.*

The Entry of *Yorkshire*, ' *A. B.* in his proper Person de-
the Count a- to wit, ' mandeth against *C. D.* the
gainst the Te- ' Honour of *J.* with the Appurtenances, the
nant, which ' Castle of *K.* with the Appurtenances, the
the Awarding ' Borough of *L.* with the Appurtenances,
the Summons ' the Forest of *M.* with the Appurtenances
against the first ' the Chase of *N.* with the Appurtenances,
Vouchee, the ' the Hundred of *O.* with the Appurtenances,
dies datus to ' the Manor of *P.* with the Appurtenances,
the Parties, ' the Scite of the Manor of *Q.* with the Ap-
and a Warrant ' purtenances, the Scite of the Monastery of
of Attorney ' *R.* with the Appurtenances, also 580 Mes-
for the Te- ' suages, 590 Cottages, 50 Shops, 10 Cellars,
nant, who ' 20 Tofts, 10 Water Corn-Mills, 10 Wind-
comes in at ' Mills, 4 Fulling-Mills, 10 Dovehouses,
the Day given ' 580 Gardens, 1000 Acres of Land, 1000
by Attorney, ' Acres
supposed to be
on the 24th
of Trinity
Term.

Acres of Meadow, 1000 Acres of Pasture,
 590 Acres of Wood, 590 Acres of Under-
 wood, 1990 Acres of Furze and Heath,
 1558 Acres of Moor, 6669 Acres of Rush-
 Land, 1080 Acres of Fresh Marsh, 590
 Acres of Salt Marsh, 500 Acres of Rushy
 Ground, 600 Acres of Alderland, 188
 Acres of Land covered with Water, ten
 Shillings Rent, the Rent of two Capons,
 two Hens, and one Pound of Pepper, all
 Mines, Delphs and Quarries of Stone, and
 other Minerals, Common of Pasture for all
 Manner of Cattle, Common of *Turbary*,
 Common of *Esfovers*, Free Fishery in the
 River of O. Free Warren, Liberty of Fold-
 age and a Sheep Walk for 1500 Sheep, 5
 Salt-Pits, 5 Boileries of Salt Water, a Pas-
 sage over the River O. ten Wharfs, 6 Quays,
 two Fairs, ten Markets, Courts-Leet,
 Courts-Baron, View of Frankpledge, and
 whatsoever to View of Frankpledge be-
 longeth, Goods and Chattles waived, Trea-
 sure found or to be found, Estrays, Deo-
 dands, Goods and Chattels of Felons and
 Fugitives, Felons of themselves, Outlaws,
 Persons put in Exigent, and Convicts At-
 taint, with the Appurtenances in *S. T. U.*
 and *W.* And also the Rectories of *X.* and
Y. with the Appurtenances and all, and all
 Manner of Tithes, Oblations, Obventions,
 Pensions and Portions whatsoever to the said
 Rectories belonging and appertaining, and
 likewise the Advowsons of the Churches of
X and *Y.* And the Advowson of the Vi-
 carage of *Z.* as his Right and Inheritance,

D d

and

Of Recoveries.

‘ and into which the said *C.* hath not Entry,
 ‘ but after the Disseisin which *Hugh Hunt*
 ‘ thereof unjustly, and without Judgment
 ‘ hath made to the said *A.* within thirty Years,
 ‘ &c. And whereupon he saith that he was
 ‘ seised of the Honour, Castle, Burrough,
 ‘ Forest, Chase, Hundred, Manor, Tene-
 ‘ ments, Rents, Mines, Delphs, Quarries,
 ‘ Commons, Free Fishery, Free Warren,
 ‘ Liberty of Foldage and Sheep-Walk, Salt-
 ‘ Pits, Boilleries, Passage, Wharfs, Quays,
 ‘ Fairs, Markets, Courts-Leet, Courts-Baron,
 ‘ View of Frankpledge, Goods and Chattels
 ‘ waived, Treasure found or to be found,
 ‘ Estrays, Deodands, Goods and Chattels of
 ‘ Felons and Fugitives, Felons of themselves,
 ‘ Outlaws, Persons put in Exigent, and Con-
 ‘ victs attaint aforesaid, with the Appurte-
 ‘ nances, and also of the Rectories aforesaid,
 ‘ with the Appurtenances, and of the Tithes,
 ‘ Oblations, Obventions, Pensions and Por-
 ‘ tions aforesaid in his Demesne as of Fee,
 ‘ and Right, and of the Advowsons aforesaid
 ‘ as of Fee, and right in Time of Peace in
 ‘ the Time of our Lord the King, that now
 ‘ is by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereof he
 ‘ bringeth Suit, &c.

‘ And the said *C.* in his proper Person
 ‘ cometh, and defendeth his Right when,
 ‘ &c. and thereupon voucheth to warrant *E.*
 ‘ *F.* to be summoned in the County aforesaid,
 ‘ let him have him here on the Morrow of
 ‘ *All Souls* by the Aid of the Court, &c. The
 ‘ same Day is given here to the Parties afore-

' said, &c. and hereupon the said C. putteth
' in his Stead Z. T. and W. L. his Attornies
' jointly or severally against the said A. to gain
' or lose of the Plea aforesaid,' &c.

*Here Ends so much of this Common Recovery
as is to be entered in a Roll of Trinity Term.*

Then upon a Plea Roll of *Michaelmas* Term following, which is called the second Summons Roll, you make an Entry of the *Mittimus*, and Transcript of the *Dedimus potestatem*, and Caption of the Warrant of Attorney of the first Vouchee, because he appears at the Bar by his Attorney the first Return of that Term, and vouches the second Vouchee, beginning with an *Exordium* in the following Manner, viz.

Instructions
for making
Entries on the
second Sum-
mons Roll,
supposed to be
the 300th Roll
of Michael-
mas Term.

Our Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus*, closed together with the Tenor of a certain Writ of the said Lord the King of *Dedimus potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, and also the Warrant of Attorney thereupon received in these Words : *George* the Third by the Grace of God, (so enter the *Mittimus* and *Transcript verbatim*, as you see in the Precedents before.) Having entered the *Mittimus* and *Transcript*, immediately after them, you make the proper Entry of so much of the Recovery as must be entered upon this second Summons Roll, reciting therein the Record of what was transacted in the last *Trinity* Term in the Manner

Exordium be-
fore the Mit-
timus and
Transcript as
to the first
Vouchee.

following, without breaking off till you have awarded the second Summons, &c.

Elsewhere as it appears in the Term of the *Holy Trinity* last past, upon the two Hundred and forty Seventh Roll, it is thus contained *Yorkshire, (to wit) A. B.* in his proper Person demandeth against *C. D.* (*so enter the whole Record of the first Summons Roll, which ends with these Words, 'To gain or lose of the Plea aforesaid, &c. and then proceed to make the Remainder of the Entry, which must be upon this second Summons Roll in the Manner following, without breaking off or beginning a new Line.'*) At which Day cometh here as well the said *A.* in his proper Person as the aforesaid *C.* by the said *Z. Y.* his Attorney, and the said *E.* being Summonee, &c. by * *R. W.* his Attorney

• One of the Attornies which he appointed by the Ded. pot.

likewise cometh, and freely warranteth the Honour, Castle, Borough, Forest, Chase, Hundred, Manor, Tenements, Rents, Mines, Delphs, Quarries, Commons, Free-Fishery, Free-Warren, Liberty of Foldage and Sheep-Walk, Salt-Pits, Boileries, Passage, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattles waived, Treasure found or to be found, Estrays, Deodands, Goods and Chattles of Felons and Fugitives, Felons of themselves, Outlaws, Persons put in Exigent, and Convicts attaint aforesaid with the Appurtenances, and also the Rectories aforesaid with the Appurtenances, and the Tithes, Oblations, Obventions, Pensions and Portions, and

Count against the first Vouchee he being

Advowsons aforesaid unto the said *C.* &c. And hereupon the said *A.* demandeth against the

the aforefaid E. Tenant by his own Warranty, ^{become Te-}
the Honour, Castle, Borough, Forest, Chafe, ^{nant by his}
Hundred, Manor, Tenements, Rents, Mines, ^{own Warran-}
Delphs, Quarries, Commons, Free-Fifhery, ^{ty.}
Free-Warren, Liberty of Foldage and Sheep-
Walk, Salt-Pit, Boileries, Paflage, Wharfs,
Quays, Fairs, Markets, Courts-Leet, Courts-
Baron, View of Frankpledge, Goods and
Chattles waived, Treafure found or to be
found, Eflrays, Deodands, Goods and Chat-
tles of Felons, and Fugitives, Felons of them-
felves, Outlaws, Perfons put in Exigent, and
Convicts attaint aforefaid with the Appurtenan-
ces, and alfo the Rectories aforefaid, with the
Appurtenances, and the Tithes, Oblations, Ob-
ventions, Penfions and Portions, and Advowfons
aforefaid, in Manner aforefaid, &c. And
whereupon he faith that he was feifed of the
Honour, Castle, Borough, Forest, Chafe,
Hundred, Manor, Tenements, Rents, Mines,
Delphs, Quarries, Commons, Free-Fifhery,
Free-Warren, Liberty of Foldage and Sheep-
Walk, Salt-Pits, Boilleries, Paflages, Wharfs,
Quays, Fairs, Markets, Courts-Leet, Courts-
Baron, View of Frankpledge, Goods and
Chattles waived, Treafure found or to be
found, Eflrays, Deodands, Goods and Chat-
tles of Felons and Fugitives, Felons of them-
felves, Outlaws, Perfons put in Exigent, and
Convicts Attaint aforefaid with the Appurte-
nances, and alfo of the Rectories aforefaid
with the Appurtenances, and of the Tithes,
Oblations, Obventions, Penfions and Portions
aforefaid in his Demefne as of Fee and Right,
and of the Advowfons aforefaid as of Fee and
Right in Time of Peace, in the Time of our

Lord the King that now is, by taking the Profits thereof to the Value, &c. And into which, &c. And thereof he bringeth Suit, &c.

* And the said *E.* Tenant by his own Warranty defendeth his Right, when, &c, and thereupon further voucheth to warrant *G. H.* to be summoned, also in the County aforesaid, let him have him here from the Day of *St. Martin* in fifteen Days by the Aid of the Court, &c. the same Day is given as well to the aforesaid, † *A.* as to the aforesaid ‡ *E.* Tenant by his own warranty here, &c.

Entry on the
Recovery
Roll.

Here ends the Entry upon the second Summons Roll; and if there be Room enough left upon this Roll, you may enter upon it immediately after the *Mittimus*, and Transcript relating to the second Vouchee, (in the Manner above) as he appears in the same *Michaelmas* Term; if room enough be not left, then you must enter that *Mittimus*, and Transcript upon the Roll following of the same Term which is called the Recovery Roll. And immediately after that follows the Entry of the whole Recovery, in the Manner following.

Else-

* You do not begin a new Line upon the second Summons Roll until you come to this Place.

† The Demandant.

‡ The first Vouchee who is now become Tenant by his own Warranty, in the Room of the Tenant to the *Præcipe*, who doth not come again, so hath no Day in Court given to him.

Elsewhere as it appears of this same Term ^{Entry of the} upon the three hundredth Roll it is thus ^{Recovery} contained. Elsewhere as it appears of the ^{supposed to be} Term of the *Holy Trinity* last past upon the ^{on the three} two Hundred and forty seventh Roll, it is ^{hundred and} thus contained, *Yorkshire, (to wit) A. B. in Michaelmas* his proper Person demandeth against C. D. ^{Term.} (so enter the whole Record of the second Summons Roll which ends with these Words, 'The same Day is given as well to the said A. as to the aforesaid E. Tenant by his own Warranty, here, &c,' then proceed to enter the whole Recovery in Manner following, without breaking off or beginning a new Line.) And now here at this Day, that is to say, from the Day of *St. Martin* in fifteen Days, come as well the aforesaid, * A. in his proper Person as the said † E. by his Attorney aforesaid, and the aforesaid G. H. being lately summoned, by ‡ B. B. his Attorney likewise cometh, and freely warranteth the Honour, Castle, Borrough, Forest, Chase, Hundred, Manor, Tenements, Rents, Mines, Delphs, Quarries, Commons, Free-Fishery, Free-Warren, Liberty of Foldage and Sheep-Walk, Salt-Pits, Boilleries, Passage, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattles waived, Treasure found or to be found, Estrays, Deodands,

D d 4

* The Demandant.

† First Vouchee who is Tenant now by his own Warranty.

‡ One of the Attornies which he G. H. appointed by the De. po.

Count against
the second
Vouchee.

dands, Goods and Chattles of Felons and Fugitives, Felons of themselves, Outlaws Persons put in Exigent, and Convicts attaint aforeaid with the Appurtenances, and also the Rectories aforeaid with the Appurtenances, and the Tithes, Oblations, Obventions, Penſions and Portions, and Advowſons aforeaid, unto the ſaid * *E. &c.* And hereupon the ſaid *A.* demandeth againſt the aforeaid † *G.* Tenant by his own Warranty, the Honour, Caſtle, (naming the Parcels here as in the Count againſt the firſt Vouchee) in Manner aforeaid, *&c.* and whereupon he ſaith that he was ſeiſed of the Honour, Caſtle, (naming the Parcels again here, and concluding this Count *verbatim* in the ſame Manner as the Count againſt the firſt Vouchee,

‡ And the ſaid *G.* Tenant by his own Warranty defendeth his Right, when, *&c.* And thereupon further voucheth to Warrant *Thomas Francis Martin*, who is preſent here in Court in his proper Perſon, and freely warranteth the Honour, Caſtle, (naming the Parcels in this Place as in the laſt Count above *verbatim*) unto the ſaid *G.* *&c.* and hereupon the ſaid *A.* demandeth againſt the ſaid *Thomas Francis*, Tenant by his own Warranty the Honour, Caſtle, (naming the Parcels again in this Place as in the laſt Count above *verbatim*) in Manner aforeaid, *&c.* And whereupon

Count against
the Common
Vouchee.

* The firſt Vouchee.

† Second Vouchee.

‡ You do not begin a new Line upon the Recovery-Roll before his Place.

upon he saith that he was seised of the Honour, Castle, (naming the Parcels, and concluding this Count *verbatim*, in the same Manner as in the Count against the second Vouchee last above.)

And the said *Thomas Francis*, Tenant by his own Warranty defendeth his Right, when, *Ec.* and saith that the said *Hugh* did not disseise the said *A.* of the Honour, Castle, (naming the Parcels again as in the beginning of the last Count) afore said, as the same *A.* by his Writ and Declaration above doth suppose, and of this he putteth himself upon the Country, *Ec.* Begin a new Line.

And hereupon the said *A.* craveth leave to imparle, and he hath it, *Ec.* and afterwards the same *A.* cometh again here into Court in his proper Person, and the said *Thomas Francis*, although solemnly called cometh not again, but departed in contempt of the Court, and maketh Default, therefore it is considered that the said *A.* do recover his Seisin against the said *C.* of the Honour, Castle (naming the Parcels again as in the Beginning of the last Count) afore said, and that the same *C.* have of the Land of the said *E.* to the Value, *Ec.* and also that the same *E.* have over of the Land of the said *G.* to the Value, *Ec.* and furthermore that the same *G.* have over of the Land of the said *Thomas Francis* to the Value, *Ec.* and the same *Thomas Francis* in Mercy, *Ec.* And hereupon the said *A.* prayeth the Writ of our Lord the King to be directed to the Sheriff of the County afore said, to cause full Seisin of the Honour, Castle

Castle (naming the Parcels again as above) afore-
 said, to be delivered to him, and it is
 granted to him returnable here in eight Days
 of *St. Hilary, &c.* * At which Day cometh here
 into Court the said *A.* in his proper Person,
 and the Sheriff namely *T. W.* Esquire, now
 returneth that he by Virtue of the afore-
 said Writ to him directed on the sixth Day of
December, then last past did cause full Seisin
 of the Honour, Castle (naming the Parcels
 again as above) afore-
 said to be delivered to
 the said *A.* as by the said Writ he was Com-
 manded, *&c.*

*This must be
 on the Label
 of the Exem-
 plification.

I N D E X.

F I R S T P A R T .

Of Fines.

T HE Description and Definition of a Fine.	Page 1
Is one of the highest Matters of Record.	2
Its great Antiquity.	<i>ibid.</i>
<i>Stat. de finibus</i> , 27 Ed. 1.	<i>ibid.</i>
Of the Parts of a Fine.	3
1. The Writ of Covenant.	<i>ibid.</i>
2. <i>Licentia Concordandi</i> .	4
3. The Concord.	<i>ibid.</i>
4. The Note of the Fine.	6
5. The Foot of the Fine.	<i>ibid.</i>
When a Fine is said to be ingrossed.	<i>ibid.</i>
Of Fines at Common Law, and by Statutes.	<i>ibid.</i>
Of the Proclamations of Fines by the Statutes.	7
Cannot be proclaimed out of Term, and if so proclaimed, the Fine is reverfable in Error.	<i>ibid.</i>
	Before

I N D E X.

- Before the Stat. 34 *Ed.* 3. Strangers were barred unless they claimed within a Year and a Day. Page 8
- A Feme Covert and he in Reversion or Remainder were barred by the Non-claim of the Husband or particular Tenant until the Stat. 34 *Ed.* 3. which enacted, *Quod finis ipse jure fit nullus.* 9
- What Persons are or are not barred by a Fine, by the Stat. 4 *H.* 7. c. 24. *ibid.*
- Who are Parties, Privies and Strangers to a Fine. 11
- In what Case the Issue in Tail shall have five Years after his Ancestor's Death to make his Entry and Claim, and in what Case he shall not. 12
- Corporations when barred and not. 13
- Who are barred by Fines since the Statute 32 *H.* 8. c. 36. *ibid.*
- Where the Statute of Non-claim extends to a Fine. 14
- A Feme Covert barred by a Fine levied by her Husband of her Lands, for want of Entry and Claim by her in five Years after his Death. *ibid.*
- He in Reversion or Remainder barred if he claim not in five Years. *ibid.*
- A Fine by Tenant in Tail, who died before the Proclamations passed, the Issue being beyond Sea. *ibid.*
- Where the Exception in 4 *Hen.* 7. only extends to Strangers. 16

I N D E X.

Of the Parties to a Fine.

If an Infant levies a Fine, when it shall or shall not be avoided. Page 16

A Fine levied by an Infant and Tenant for Life, is good as to the Tenant for Life.

17

Where a Right to reverse a Fine levied by an Infant may be extinguished. *ibid.*

If a Fine be levied by an Infant and another, the Infant alone may bring Error. 18

Fines ought not to be levied by Lunatics or Ideots; but if a Judge take the Acknowledgment of such Persons, the same is irreversible. 19

The Case of a Fine acknowledged by an Ideot, and held good. 20

Feme Covert must be examined, yet a Fine levied by her without Examination is good. *ibid.*

Fine levied by Feme Covert under Age, she cannot reverse it when uncovert, if above Age. 21

Fine levied by Baron and Feme (she within Age) of the Wife's Land, reversed as to both. *ibid.*

A Fine acknowledged by Baron and Feme within Age of the Wife's Land, cannot be set aside upon Motion after the Death of the Wife. *ibid.*

But if the Wife was living, the Court would bring her into Court to judge of her Age by Inspection, by *Habeas Corpus*, for perhaps the

I N D E X.

- the Husband would not agree to bring a
Writ of Error. Page 22
- Commissioners taking the Conufance of an
Infant of twenty Years of Age not fined. *ibid.*
- A Fine levied by Baron and Feme (ſhe) an In-
fant of ſixteen Years of Age, of her Lands,
vacated upon Motion and Inſpection of the
Infant, and the Commiſſioners ordered to
be proſecuted. *ibid.*
- Why the Law allows a Fine to be levied by
Husband and Wife. 23
- Fine levied by Feme Covert without her Huſ-
band, how far it may bind her and her
Heirs; and how ſuch Fine may be avoided,
and by whom. *ibid.*
- At what Time ſuch a Fine by a Feme Sole
may be avoided. *ibid.*
- In what Caſe of a Fine a Woman may claim
her Dower. 24
- Fine by Huſband of the Wife's Land may be
avoided *ibid.*
- A Man compelled by Threats to levy a Fine,
it is good. *ibid.*
- A Biſhop ought to join with his Dean and
Chapter in levying a Fine. *ibid.*
- Vouchee after he has entred into Warranty
may levy a Fine to the Demandant. 25
- Persons outlawed, or waived in Perſonal Ac-
tions, may be Conuſors. *ibid.*
- Persons attainted by Treason or Felony levying
Fines, how the ſame ſhall operate. *ibid.*
- Tenant for Life in Tail *apres*, &c. in Dower,
and by the Curteſy, what Fine they may
levy. *ibid.*
- Re-

I N D E X.

Remainder limited to one at twenty-five Years of Age, he levies a Fine before that Age, and arrives to it afterwards, his Heir is barred. Page 25

Tenant in Dower, by the Curtesy, or for Life, may grant and release by Fine to him in Remainder. 26

Tenant in Common, Jointenant or Coparcener, may levy a Fine of his Part. *ibid.*

If Disseisor levy a Fine and five Years pass without Entry or Claim, the Disseisor and his Heirs are barred. *ibid.*

Issue in Tail may levy a Fine in his Father's Life. *ibid.*

In what Case the King may levy a Fine, and what Fine. *ibid.*

Fine levied by Lessee for Years will not bar the Lessor. 27

Fine levied by Tenant for Life, or by his Feoffee, the Lessor hath five Years to enter after his Death. 28

One may *aver* a Fine was levied by Fraud. 29

Feoffee of Lessee for Years determinable on Lives levies a Fine, he in Remainder dies within five Years after the Fine levied, his Heir within Age; Q. Whether the Heir shall be bound by the five Years which begun in his Father's Life, or shall have five Years after his full Age? *ibid.*

I N D E X.

Of the Conusees in a Fine.

What Persons may be Conusees. Page 30
Corporations may be permitted to be Conu-
sees. ibid.

Of naming the Parties in a Fine.

Whether any and what Addition necessary to
be added to the Names of Persons in Fines.

Fine by *A.* and *Sibel* his Wife instead of *Isabel*,
was held void. 31
ibid.

What Persons have Power to take the Conusance or Acknowledgment of Fines.

By the Stat. of 18 Ed. 1. Stat. 4. 4 Hen. 7. &
15 Ed. 2. 32

Fines at this Day, before whom they may be
acknowledged. 33

The particular Power of the Chief Justice of
the Common Pleas to take Conusance of
Fines without any Writ of *Dedimus Potesta-*
tem. ibid.

Justices of Assise may take Conusance of Fines
by the Words of their Patents. ibid.

When the Conusor may have a *Dedimus Potes-*
tatem to take his Acknowledgment of a
Fine. ibid.

I N D E X.

- A Writ of *Dedimus Potestatem*, is now of
 Courfe. Page 34
 By whom it is figned. *ibid.*
 A Conufee himfelf may not take the Conu-
 fance. 35
 Fines at this Day are only to be levied in the
 Common Pleas. *ibid.*
 Fines may be levied in a bafe Court by fpecial
 Grant. 36
 A Fine levied in Ancient Demefne is void.
ibid.
 Fines may be levied in the Counties Palatine.
ibid.

Of Fines Executed and Executory.

- How they differ in their Operation. 36
 Fines are fome fingle and fome double. 37
 Fines are divided into five Kinds. 37, 38
 A Fine *Sur Conufance de droit come ceo que il ad*
de fon done, its Nature and Ufe. *ibid.*
 A Fine *Sur Done, Grant & Render*, is a double
 Fine, including in itfelf a Fine *Sur Conufance*
de droit come ceo, &c. and a Fine *Sur Concef-*
fit. 39
 The Render therein, how it may or muft be.
ibid.
 It needs not fuch ftrict Form as a Writ or a
 Judgment. 40
 Conufor fhall not affign *Error* in the Grant and
 Render by which he takes an Eftate. 41
 For what Matters a Fine fhall not be rever-
 fable by Writ of Error, 23 *Eliz. c. 3. f. 2.*
ibid.

I N D E X.

- A Fine with a Grant and Render is tantamount to a Feoffment and Re-enfeoffment, and creates a new Estate. Page 42
- A Fine *Sur Conufance de droit tantum*, what it is. *ibid.*
- A Fine *Sur Conceffit*, what it is. 43
- A Fine *Sur Conufance de droit come ceo*, &c. and *Sur Conceffit* joined together, not suffered to pafs, being unprecedented. *ibid.*
- Of what Things a Fine may be levied. *ibid.* & 44
- Quid juris clamat*, and *Quem redditum reddit*, to compel the particular Tenant to attorn, are now out of Ufe, by 4 & 5 *Ann.* for Amendment of the Law. 45, 46
- Fines may be of Ecclefiastical Revenues, and of all fuch Things as lie in a *Præcipe quod reddat*. 46
- Several Purchafes may pafs in one Fine. *ibid.*
- An Order of Lord Chancellor *Hatton* to the contrary. 47, 48
- Fines may not be of Things uncertain, as of a Tenement. *ibid.* & 49
- Nor of Lands granted in Tail by the King. *ibid.*
- Nor of Lands reſtrained from being fold by Act of Parliament. *ibid.*
- Fine by a Feme of her Jointure, Dower, or Estate in Tail, of the Gift of her Huſband, *is void*. *ibid.*
- Fine of Lands in *Ancient Demefue* is void. *ibid.*
- But if joined with Lands that are *Frankfee*, the latter ſhall pafs. *ibid.*

By

I N D E X.

By what Names Things may pass in a Fine.

- As Honor, Manor, &c. Pages 49, 50, 51
A Thing twice named hurteth not. 52
Where the Lands are in two Counties there
must be several Writs of Covenant. *ibid.*
The Place where the Lands lie is Part of the
Name and Description thereof. *ibid.* & 53

Of the Order wherein the Parcels are to be placed in the Writ of Covenant.

- The worthiest Things must be placed first,
and Things general before Things special;
whole and entire Things before their Parts;
and Things excepted must follow those
Things out of which they are excepted.
54, 55

Amendment of Fines.

- In the Entering of the King's Silver. 56
In the Teste of the Writ of Covenant. 57
By striking out some Words. *ibid.*
The Court refused to alter a Fine from *Trinity*
Term to *Michaelmas* Term following. 58

INDEX.

Of the Præcipe and suing out the Writ of Covenant.

The Cursitor makes out this Writ. Page 58
But not until the Concord is acknowledged and
carried to him. 59

Death of any of the Parties before the Return
of the Writ of Covenant, what Effect it
has. *ibid.*

There must be fifteen Days between the
Teste and Return of the Writ of Covenant.

60
It must not bear Teste on a *Sunday*. *ibid.*

If the Teste be after the Return of the Writ of
Covenant, or after the Teste of the *Dedimus*
Potestatem, it is *Error*. *ibid.*

Upon what original Writs a Fine may be
levied. *ibid.*

Of the Concord.

What it is. 61

Where there are divers Conusees, the Right
must be to one of them and his Heirs *only*.
ibid.

From one Conusor to two Conusees. *ibid.*

If a Feoffment be to two, *Hubendum* to them
and their Heirs, and then a Fine of the same
Land be to them and the Heirs of one of
them, the Fee is still in both. *ibid.*

Where there are divers Conusors, the Release
and Warranty must be from the Heirs of
one of them. 62

A

I N D E X.

- A Concord from two Conufors to one Conu-
fee. Page 62
- A Concord by Baron and Feme of the Huf-
band's Lands to one Conufee. 63
- The like Concord of the Wife's Lands. 64
- In a Fine *Sur Grant & Render*, none can take
the firft Eftate by Render but fome of the
Conufors, Remainders may be limited to
Strangers to the Fine. *ibid.*
- A Concord muft be of the Things contained in
the Writ of Covenant, or of Things which
may iffue out of thofe Things. 65
- A Jointure may be made in and by a Fine.
ibid.
- The Manors, Tenements, &c. in the Writ,
may be divided in the Concord. *ibid.*
- A *Leafe* may be made by a Fine to bind the
Tenant in Tail. *ibid.*
- Leafe by Tenant in Tail* depending on an Eftate
for Life. 66
- No Rent to be referved on a Fine *Sur Conufance*
de droit come ceo, &c. *ibid.*
- Tenant for Life cannot by Fine furrender to
him in Remainder, but may grant and re-
leafc to him. *ibid.*
- One entire Concord may be of Lands in divers
Counties. *ibid.*
- The particular Names of the Things in the
Writ are not to be repeated in the Concord,
but only the general Names. *ibid.* & 67
- Example thereof. *ibid.*
- Conufor died before the King's Silver was paid,
yet the Fine flood. *ibid.*
- The Entry of the King's Silver after the Co-
nufor's Death is not to be examined. *ibid.*

I N D E X

A Fine was ordered to pass, although one of the Conusors died before the Return of the Writ of Covenant. Page 68

One Conusor dies, the Fine may be passed as to the others. 69

The Concord was of one Term, and recorded of another ; it is a Fine of that Term in which it was acknowledged, and in which the Writ of Covenant was returnable. ibid.

Of acknowledging a Fine at the Bar of the Court of Common Pleas.

What Steps are to be taken. 70

And what is to be done at the Bar. 71, 72

Of acknowledging a Fine before the Lord Chief Justice of the Common Pleas.

What Steps are to be taken, and what to be done. 73

If before any other Judge, there must be a *Dedimus Potestatem*. 74

Of acknowledging a Fine before Commissioners by Dedimus Potestatem.

What Steps are to be taken, and what to be done. 74

The *Dedimus* ; which the Curfitor of the County where the Lands lie makes out. 75
What

I N D E X.

- What is paid for it to the Cursitor. *Page* 76
- The *Præcipe* and Concord, how to be ingrossed. *ibid.*
- Of the Wife's Lands to one Conusee. *ibid.*
- How the Commissioners are to conduct themselves upon taking the Acknowledgment of the Concord. 77
- A Rule of Court made in *Easter* Term, 43d of *Eliz.* touching the Acknowledgment of Fines. 78, 79
- There must be a Knight named as one of the Commissioners in the *Dedimus*, but this is now only for Form's Sake. 79
- The Conufance of a Fine was taken before the Teste of the *Dedimus Potestatem*. Objected, this was Error ; *sed non allocatur*. 80
- Of the taking the Acknowledgments of several Conufors. *ibid.*
- A Conufor personated the Owner of the Land, the Fine was vacated upon Conviction of the Procuror. *ibid.*
- Dedimus Potestatem*, how to be returned. *ibid.*
- Commissioners are to certify the Day and Year of the Caption, but not bound to certify after one Year. 81
- No Officer is to receive the Writ of Covenant unless the Day of the Caption be certified, on Penalty of 5 *l.* *ibid.*
- Oath used to be made of the due Acknowledgment. *ibid.*
- And thereupon the Fine was allowed to pass. 82
- The Caption of a Fine in *South Carolina*, it was not allowed to pass, and why. 83

I N D E X.

Rules of Court of *Hil.* 17. and of *Hil.* 26. and
27. *Geo.* 2. in respect to the allowing Fines
taken by *Dedimus* to pass. Pages 85, 86, 87,
88, 89, 90

Of passing a Fine through the several Offices.

The several Steps to be taken for that Purpose,
and what is to be done at each Office. 91,

92

Rules for stopping the passing of Fines through
the Offices, levied by Infants, &c. who
ought not to be permitted to levy them.

96, 97

No Fine taken by the Chief Justice, Judge of
Assise or Serjeant to pass, if there be a
Rasure in the Date of the Caption. 98

After a Fine has passed the King's Silver Office,
no Alteration can be made therein without
a Judge's Order. *ibid.*

One Conusor being dead, the Fine was order-
ed to pass as to both. *ibid.*

When the Caption is above a Year ago,
Affidavit must be made that the Parties are
living. 99

The Chirographer's Office and Fees. *ibid.*

Expedition Fees will carry the Fine through
in one Day. 100

Variety

INDEX.

Variety of Precedents of *Præcipes* and *Concords*.

*Fines Sur Conufance de droit come ceo que
il ad de fon done.*

A Fine from one to one of a Meffuage in
London. *Page* 101

From one to two of a Meffuage, Garden,
Land, Wood, and Common of Pasture.

102

From one to two of a Manor, Meffuages,
Land, Meadow, Pasture and Rent. 103

From Baron and Feme to one, of the Huf-
band's Lands. 104

The like to one, of the Wife's Lands. 105

When it is uncertain whether the Estate be in
the Husband or Wife. *ibid.* & 106

The Indenture of a Fine from Baron and
Feme to one Conufee, of a Manor, Mef-
fuages, Cottages, Mills, Dovehouses, Gar-
dens, Orchards, Land, Meadow, Pasture,
Wood, Furze and Heath, and Rent. 106

A Fine from three to two. 108

Where there are divers Conufees they warrant
feverally, as in this Precedent. 109

A Fine from two to two of a Manor, Mef-
fuage, Tofts, Mill, Dovehouse, Gardens,
Land, Meadow, Pasture, Wood, Heath,
Moor, Rush, Marsh, Alder, Broom, Rent
and Common of Pasture, with Warranty
againſt the Conufors and the Heirs of one
of

INDEX.

- of them, to the Conusees and the Heirs of
one of them. *Pages* 110, 111
- A Fine by two with several Warranties. 111
- A Fine by Baron and Feme to one, of the
Husband's Lands. 112
- The like, of the Wife's Lands. 113
- A Fine by four Conusors and the Wives of
two of them, to one Conusee, of Mes-
suages, Cottages, Dovehouses, Gardens,
Land, Meadow and Liberty of Foldage,
with several Warranties. 114
- by Baron and Feme to two Conusees and
the Heirs of one of them, of Tithes of Hay,
Wood and Underwood, with Warranty
against the Heirs of the Husband. 116
- by Baron and Feme to one Conusee of a
Manor, Messuages, Cottages, Water-mills,
Gardens, Orchards, Land, Meadow, Pa-
sture, Wood, Furze and Heath, free
Warren, free Fishery, View of Frank-
pledge, Advowson, and Moiety of a Ma-
nor, being the Estate of the Wife. 117,
118
- by Baron and Feme to one Conusee, of a
Manor, Messuages, Dovehouse, Gardens,
Orchards, Land, Meadow, Pasture, Wood,
Furze and Heath, Common of Pasture,
Common of Turbary, Liberty of Foldage
and View of Frankpledge, being the Estate
of the Husband. 119, 120.
- by Baron and Feme to two Conusees, of
Messuages, Cottages, Tofts, Dovehouse,
Gardens, Orchards, Land, Meadow, Pa-
sture, Wood, Furze and Heath, Rent,
Court-

I N D E X.

Court-Leet, View of Frankpledge, and of the Moiety of a Manor, the Estate of the Husband. Page 120, 121

A Fine by three Conufors and the Wives of two of them, to one Conufee, of a Meffuage, Barns, Stables, Garden, Orchard, Meadow, Pasture, Furze and Heath, where the Estate moves from three of the Conufors.

122, 123

—by three Conufors and the Wives of two of them, to two Conufees, of thirty Acres of Land. 124, 125

—by five Conufors and the Wives of three of them, to two Conufees, of Meffuages, Cottages, Brewhoufe, Tofts and Land.

125, 126

—by three Conufors and the Wife of one of them, to one Conufee, of a Manor, Meffuages, Cottages, Mills, Dovehoufe, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Rents, and Common of Pasture 127, 128, 129

—by three Conufors and the Wife of one of them, to one Conufee, of a Manor, Scite of a Manor, Meffuages, Cottages, Gardens, Orchards, Land, Meadow, Pasture, Wood, Court-Leet, Court-Baron, View of Frankpledge, Rectory, Tithes, Oblations, Obventions, Pensions, Portions and Advowfon, with Warranty by the first Conufor againft all Men, Warranty by the fecond Conufor againft himfelf and his Heirs, and Warranty by the third Conufor and his Wife againft themfelves and the Heirs of the Wife. 130, 131, 132

A

I N D E X.

A Fine by Baron and Feme to one Conusee, of a Manor, Messuages, Cottages, Dovehouse, Gardens, Orchards, Land, Meadow, Pasture, Common of Pasture and an Advowson, with Warranty against all Men.

Pages 132, 133

—by three Conufors and their Wives to one Conusee, of Messuages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture and Wood, with Warranties, several, viz. one warrants one Part, another other Part, an a third the Rest.

134, 135

—by a Baron and his Lady to a Duke, of a Manor, Messuages, Tofts, Water-mills, Gardens, Orchards, Land, Meadow, Pasture, Wood, Rent, Common of Pasture, free Warren, View of Frankpledge, free Fishery, and an Advowson, the Estate of the Husband.

136, 137

—by one Conufor to two Conusees, of the Moiety of Messuages, Dovehouses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and of the Moiety of a Moiety of a Manor.

137, 138

—by Baron and Feme to one Conusee, of Messuages and Land, with Warranty against the Heirs of the Husband, the Heirs of his Father, and Heirs of his Grandfather, and all others claiming by them.

139

—by Baron and Feme to one Conusee, of Messuages, Gardens, Orchards, Land, Meadow, Pasture, Wood, the first Vesture of fifty Acres of Meadow, and Common

of

I N D E X.

of Pasture for twenty Cattle and five Hundred Sheep. Page 140, 141

Fine by Baron and Feme to one Conusee, of Messuages, fresh Marsh, a Rectory, Tithes, Oblations, Obventions, Portions and Emoluments, and of an Advowson, with Warranty against the Heirs of the Husband, his Father, Grandfather and Great Grandfather 141, 141

—by three and the Wife of one of them, to one Conusee, of Manors, Scite of a Monastery, Messuages, Cottages, Tofts, Mill, Garden, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Marsh, Common of Pasture, free Fishery, Court-Leet, Court-Baron, and View of Frankpledge. 143, 144

A double Fine by three Conusors and the Wives of two of them, to two Conusees, upon two Writs of Covenant; first, of Messuages, Cottages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Common of Pasture and free Fishery; second, of Messuages, Cottages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath. 145, 146, 147

A treble Fine by four Conusors and their Wives to three Conusees, upon three Writs of Covenant; 1. Of a Manor, Messuages, Cottages, Dovehouses, Barns, Stables, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Common of Pasture, free Warren, Court-Leet, Court-Baron, and View of Frankpledge. 2. Of Messuages, Barns,

I N D E X.

Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and Marsh. 3. A Manor, Messuages, Cottages, Dovehouses, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Alder, and an Advowson. *Pages* 148, 149, 150,

151

Fine by a Duke and Dutcheſs and another Conuſor, to a Duke and another Conuſee, of an Honor, Manors, Parks, Meſſuages, Tofts, Mills, Dovehouſes, Gardens, Land, Meadow, Paſture, Wood, Furze, and Heath, Rents, free Warren, View of Frankpledge, Waifs, Eſtrays, Deodands, Goods and Chattels of Felons and Fugitives, Outlaws, and Perſons put in *Exigent*, the Return of Writs, Liberties and Privileges,

152, 153, 154

—by one Conuſor to one Conuſee, of Manor, Meſſuages, Land, Meadow, Paſture, Wood, a Rectory, and Moiety of a Manor.

154

—by one Conuſor to one Conuſee, of the Moiety, of a Manor, Moiety of Meſſuages, Tofts, Mill, Dovehouſe, Gardens, Land, Meadow, Paſture, Wood, Furze and Heath, freſh Maſh, ſalt Maſh, Wharf, Paſſage over a River, Rent, Moiety of a Prebend and Rectory, Moiety of Tithes of Corn, &c. and Moiety of the Advowſon of the Vicarage of a Church. 155, 156

—by four Conuſors and the Wife of one of them, to two Conuſees, of a Rent iſſuing out of a Manor, Meſſuages, Cottages,

Barns,

I N D E X.

Barns, Dovehouses, Gardens, Orchards,
Land, Meadow, Pasture, Wood, Furze
and Heath, and free Fishery. *Pages* 156,

157

Fine by six Conusors and the Wives of two
of them, to two Conusees, of a Manor,
Messuages, Mills, Dovehouses, Gardens,
Land, Meadow, Pasture, Wood, Furze
and Heath, Rent, free Warren, View of
Frankpledge, Rectory, and Advowson of
the Rectory of a Church. 158, 159, 160

—by six Conusors and the Wives of two
of them, to two Conusees, of a Manor,
Messuages, Cottages, Barns, Dovehouses,
Gardens, Orchards, Land, Meadow, Pa-
sture, Wood, Furze and Heath, Rent,
free Fishery, and an Advowson; with four
several Captions. 161, 162, 163

—by eight Conusors and the Wives of five
of them, to one Conusee, of one ninth
Part, and of a Moiety of one ninth Part
of Manors, &c. And of one ninth Part of
a Moiety, of one ninth Part of Messuages,
&c. and Advowsons. 165, 166, 167, 168,

169

—by the Duke of Kingston and his Duch-
ess, to the Duke of Grafton and Lord
Monson, of Manors, Park, Tenements,
Rent, Common, free Fishing, free Warren,
View of Frankpledge, Rectories, Tithes,
Advowsons. 170, 171, 172, 173

A double Fine, from Sir William Beau-
champ, Proctor, Bart. and his Lady, and
the Honourable Charles Yorke, Esq; and
his Wife, of Tenements and Commons,

in

I N D E X.

in two Counties, to John Dorrien, Esq; of
the Estate of the Lady's. *Pages* 173, 174,

175

*A few more Examples of Præcipes without the
Concord.* See 177, 178, 179, 180, 181,
182, 183, 184

Fines Sur Done, Grant & Render.

A Fine upon a Gift with a Grant and Render
in special Tail, with Remainders over. 185,

186

—by two Conufors to two Conusees, upon
a Gift with a Grant and Render back for
Years, reserving Rent, &c. 186, 187

—by two Conufors to one Conusee, upon
a Gift, with a Grant and Render back to
one Conufor for a Term of Years, reserving
Rent, and the Reversion and Rent to the
other Conufor. 188, 189, 190

A Fine by two Conufors and the Wife of
one of them to two Conusees, upon a
Gift, with Grant and Render to one Co-
nufor for Years, reserving Rent, with a
Nomine pæne and Distress, Remainder to
the other Conufor and his Wife and the
Heirs of the Husband, Remainder to the
right Heirs of a Stranger. 190, 191, 192

—By three Conufors to two Conusees, up-
on a Gift, with Grant and Render to one
of the Conufors in Tail Male, Remainder
to a Stranger in Tail Male, Reversion to
one of the Conufors. 193, 194, 195

—From three Conufors to two Conusees,
on a Gift, with a Grant and Render of
Rent,

I N D E X.

Rent, with a *Nomine pena* and a Distress to the second Conusor in Tail general, Remainder to the first in Tail general, Remainder to the second in Fee, and a Grant and Render of Lands, to the third Conusor in Fee. *Pages* 195, 196, 197, 198, 199, 200

A Fine by three Conusors to two Conusees, on a Gift, with Grant and Render of a Rent for Life, with a Clause of Distress, with a Grant and Render of the Lands in Tail Male, Remainder in Tail Male, Remainder in Fee. 201, 202, 203

—by one Conusor and his Wife to one Conusee and his Wife, on a Gift, with a Grant and Render to the Conusors in special Tail, Remainder to the Husband in Tail general, Remainder to the Wife in Tail general, Remainder in Fee to the Husband. 204, 205

—by one Conusor and his Wife to one Conusee, on a Gift with Grant and Render to the Conusors for their Lives and the Life of the longer Liver, Remainder to J. B. their Son in Tail general, Remainder in Fee to the Husband. 206, 207, 208

Fines Sur Conufance de droit tantum.

Fine of a Reversion in Fee. 208, 209

A Fine *Sur Conufance de droit tantum*, by Husband and Wife Tenants for Life of the Wife, of a third Part of a Messuage, which after her death did belong to the Conusee

F f

and

I N D E X.

and his heirs, which is in the Nature of a Surrender to him in Reversion. *Pages* 210,

211

The like Fine, by Husband and Wife passing a Remainder or Reversion (after an Estate for Life in the Wife, with Remainder to her Daughter for Life, with Remainder to the first and every other Son of the Daughter in Tail Male, with Remainder to her first and every Daughter in Tail general, with Remainder to the Wife in Fee) to the Conusee in Fee. 211, 212, 213

Fines Sur Concessit.

— Fine by one Conusor and his Wife to one Conusee, upon a Grant for a Term of Years reserving Rent. 214, 215

—by one Conusor to one Conusee, upon a Grant for a Term of Years, reserving Rent, with a Clause of Distress. 215, 216

—by Baron and Feme to one Conusee upon a Grant for 99 Years *sans* Waste, at a Pepper Corn Rent. 216, 217

The like Fine of different Parcels. 218, 219

Fine by one Conusor to one Conusee, on a Grant of an Advowson, to present the next Turn. 219, 220

—by Baron and Feme to one Conusee, on a Grant for the Life of the Wife, rendering Rent. 220, 221,

—by one Conusor to one Conusee, upon a Grant for 80 Years, if the Conusor's Wife

I N D E X.

- Wife shall so long live, at a Pepper Corn Rent. Pages 221, 222
- A Fine by Baron and Feme to one Conufee, upon a Grant for Life of the Wife, reciting the Estate of the Wife to be for Life. 222, 223
- by Baron and Feme to two Conufees, upon a Grant for a Term of Years, rendering Rent, to commence after the Death of two Persons and their Wives. 223, 224
- by Baron and Feme to one Conufee, upon a Grant for 500 Years *sans* Wafte, at a Pepper Corn Rent. 224, 225
- By four Conufors and their Wives to four Conufees, upon a Grant for 1000 Years, at a Pepper Corn Rent, with feveral Warranties. 226, 227, 228
- by Baron and Feme to two Conufees, upon a Grant for their Lives fucceffively, of a Moiety. 228, 229
- by four Conufors, and the Wife of one of them *Sur Conceffit* to one Conufee of all they have in the Lands, for the Term of the Lives of two of the Conufors, and the Life of the longer Liver of them, and of all other Estate, Term, and Interest, that all, or any of the Conufors have in the Lands. 230, 231
- The like Fine whereby the Husband and Wife Grant the Lands, and all they have therein, and they render the same to the Conufee during the Lives of the Conufors. 232, 233

INDEX.

Fine *Sur Conufance de droit*, with a Release.

A Fine by one Conufor to one Conufee of a Rectory. Page 234

Fines *Sur Conufance de droit* and *Sur Conceffit* both in one.

A Fine by one Conufor and his Wife to one Conufee, paſſing a Remainder in Fee. Pages 235, 236

—by Baron and Feme, Tenant in Dower, to one Conufee, who has the Reverſion. 236, 237

—by one Conufor, Tenant by the Curteſy of *England*, to one Conufee, who has the Reverſion. 237, 238

INDEX.

I N D E X.

S E C O N D P A R T.

Of Recoveries.

*Of the Nature and Use of a Recovery in
general.*

WHAT a Recovery is, and its Use. *Page 241*

Estate-tail, when and how first created. *ibid.*

§ 242

Inconveniences attending Estates-tail. 243

The Nature of a Common Recovery. 244

The Use and Operation of a Recovery with
a single Voucher 245

Of the like with a double Voucher. 246

Of the like with a treble Voucher. 246, 247

How far a Recovery shall be a Bar or not,
where the Remainder or Reversion is in
the Crown. 247

The Reason why the Issue in Tail is barred by
a Recovery. 248, 249

F f 3

Where

I N D E X.

Where a Recovery works a Forfeiture, it is not a Bar to him in Remainder or Reversion. Page 250

Recovery suffered by Tenant in Tail bars Reversions, Remainders, and all Charges, &c. ibid. & 251

Tenant in Tail, Remainder to himself in Fee, suffers a Recovery to the Use of himself for Life, Remainder to *A.* for twenty-four Years, Remainder to the Heirs Male of his Body and the Heirs Male of the Body of such Heirs Male; the Recovery passed at the Bar the first Day in Term, and he dies the same Day. 251, 252

Vouchee dies on *Sunday* being the Return-day of the Writ of Summons, the Recovery is bad and was reversed. 253, 254

—— died before the Return of the Writ of Summons, the Recovery is erroneous. 254

Error to reverse a Recovery must be brought within 20 Years after the Recovery suffered. 255

Gift to *L. N.* and *A. M.* and the Heirs of the Body of *L.* Remainder to *H. N.* in Tail; *L.* in the Life of *A.* suffers a Common Recovery, *H.* is attainted of Treason, and *L.* dies without Issue. 257, 258

When one comes in as Vouchee, he comes in of all the Estates he ever had in the Lands. 260

But it is otherwise where one only appears or comes in as Tenant to the *Præcipe*. 260,

261

Of

INDEX.

Of the Parties to a Common Recovery, and the Difference there is between one coming in as Tenant, or as Vouchee.

Of Demandant, Tenant and Vouchee. P. 262

One who has a contingent executory Devise cannot be barred unless he be made Party and vouched. 263

An Alien suffering a Recovery bars the Remainder. *ibid.*

Cestuy que Trust in Tail may suffer a Recovery. 264

Infants, how far they may or may not suffer Recoveries. 264, 265, 266

Feme Covert with her Husband may suffer Recovery. 267

Recovery by Baron and Feme where she had nothing, and it bars her of Dower. *ibid.*

Recovery by the Baron alone where the Baron and Feme were Joint-tenants for Life, Remainder to the Baron in Tail. 268

Wife Tenant for Life, Remainder to the Husband in Tail, who by Fine and Render take an Estate to the Wife for Life, Remainder to the Husband; Recovery against them as Tenants to the *Præcipe* bars not the Intail. *ibid.*

Husband Tenant for Life, Remainder to the Wife in Tail, Remainder to their Heirs; Recovery suffered by them as Tenants to the *Præcipe* will not bar the Intail. 269

But a Recovery by Baron and Feme, Tenants
F f 4 in

I N D E X.

- in special Tail, coming in as Vouchees, is good. Page 270
- A Recovery by a Woman of the Inheritance or Purchase of her Husband is void *per Stat.* 270
11 H. 7. c. 20. ibid.
- A Case not within the Letter, yet within the Mischief of the *Stat. 11 H. 7.* 271
- And a Case may be within the Letter, and yet not within the Mischief of the said Statute. *ibid.*
- The King cannot suffer a Recovery, nor be vouched, or prayed in Aid therein. 273
- Recovery bars not an Intail of the Gift of the Crown, *per Stat. 34 & 35 H. 8. c. 20.* *ibid.*
- Recovery against Tenant for Life is void. 274
- Recovery against Tenant for Life who vouches Tenant in Tail, bars Remainders and Reversion. *ibid.*
- Though anciently a Recovery was good against Tenant for Life, yet now if Tenant for Life suffers a Recovery, it works a Forfeiture. 275
- The Tenant to the *Præcipe* must be actual Tenant of the Freehold, either by Right or by Wrong. *ibid.*
- If there be a good Tenant to the *Præcipe* at any Time before Judgment, it is sufficient. 279
- And a Recovery now is good by the *Stat. 14 Geo. 2.* although the Deed to make the Tenant to the *Præcipe* be executed after the Judgment in the Recovery and the Award of Seisin. 280
- Who

I N D E X.

Who may aver there was no Tenant to the
Præcipe. Page 280

Tenant for Life and he in Remainder suffer a
Recovery as jointly Tenants to the *Præcipe*,
with single Voucher ; this does not bar the
Tail. *ibid.* § 281

But it would have been a good Bar of the Tail
and Remainders, if the Remainder-Man
had been vouched. 281

Tenant to the *Præcipe*, how he may be made.
ibid.

A Recovery is now good by the *Stat. 14 G. 2.*
although the particular Tenant for Life do
not join therein. *ibid.*

A Recovery after 20 Years shall be good, al-
though there are no Deeds to be found to
make a Tenant to the *Præcipe*, if the Parties
to such Recovery had a sufficient Estate and
Power in the Lands. 282

Of what Things a Common Recovery may be suffered.

It may be generally of such Things as lay in a
Fine. 283

The Method and Order of placing the Parcels
in a Writ of Entry. 285, 286

A reputed Manor will pass. *ibid.*

Lands may pass though they neither lie in Vill
or Hamlet, if the Place be known. 288

Copyhold Lands ought not to be passed by
Recovery. *ibid.*

Nor Lands in Ancient Demesne. *ibid.*

The Deed making a Tenant to the *Præcipe* is
now

INDEX.

now Evidence of a Recovery, by Stat. 14
Geo. 2. Pages 288, 289

Writs.

A Table for the making the Writs in a Recovery of proper Returns.

<i>Michaelmas and Hilary Terms, where the Parties appear at Bar.</i>	290
<i>Easter and Trinity Terms, where the Parties appear at Bar.</i>	291
<i>Michaelmas and Hilary Terms, where the Vouchee comes in by Summons.</i>	292
<i>Easter and Trinity Terms, where the Vouchee comes in by Summons.</i>	293
<i>Of the Teste and Return of the Writ of Seisin.</i>	294
<i>Of the first Writ of Summons.</i>	<i>ibid.</i>
<i>Of the second Writ of Summons.</i>	<i>ibid.</i>

Directions how to suffer a Recovery, and the several Ways of suffering it.

<i>Of suffering a Recovery where all the Parties appear in Person, and what Steps are taken.</i>	295
<i>Several Precedents of Præcipes.</i>	296
<i>A Præcipe for a Recovery with single Voucher.</i>	<i>ibid.</i>
<i>The</i>	

I N D E X.

The like with a double Voucher.	Page 296
The like with a treble Voucher.	297
The like with a quadruple Voucher.	298
The like with five Vouchers.	299
The like with six Vouchers.	<i>ibid.</i>
The Serjeants Counting, or Pleadings at the Bar.	301
The Cursitor makes out the Writ of Entry.	302
The Form of the Writ.	<i>ibid.</i>
It is to be compounded at the Alienation-Office.	303
And then to be returned at the Return-Office by the Clerk of the Inrolments of Fines and Recoveries.	<i>ibid.</i>

Precedents of Entries of Recoveries, where all the Parties appear at Bar.

A Recovery suffered at Bar with single Voucher.	303
A Recovery at Bar with double Voucher.	307, &c.
A Recovery with treble Voucher, all the Parties appearing in Person at the Bar.	310, &c.
— with quadruple Voucher, all the Parties appearing in Person at the Bar.	316, &c.
A Recovery with five Vouchers, all the Parties appearing at the Bar.	320, &c.
— with six Vouchers, all the Parties appearing at the Bar in Person.	326, &c.
The Exemplification of a Recovery where the Parties appear in Person at the Bar, with very	

I N D E X.

- very many Parcels, and a quadruple Voucher. Page 335, &c.
 Of the Teste of the Exemplification. 345
 How the Exemplification is to be when the
 Writ of Seisin is returnable of a subsequent
 Term. 346, 347
 The Writ of Seisin. 347
 Directions for the Teste and Return thereof. 348
 The Return of the Writ of Seisin executed. 349
 The *Præcipe* to be entered on the Remembrance, and how and where. 350
 The Rolls to be docketed, how, when and where. *ibid.*
 The Exemplification to be signed and sealed, and by whom. *ibid.*
 The Writs of Entry, Summons and Seisin to be filed, by and with whom, and when. 351
 The Writ of Entry must be signed by Mr. Attorney General. *ibid.*

Of suffering a Recovery where the Tenant appears by Attorney.

- The *Præcipe* and Warrant of Attorney for the Tenant, to be acknowledged before a Judge. 352
 Particular Directions what Steps to be taken, and what to be written on Paper and on Parchment. 353
 The Tenant's Warrant of Attorney, how to be taken by *Dedimus Potestatem*, with full and

I N D E X.

and particular Directions in every Step.

Pages 353, 354

Precedents of Recoveries where the Tenant appears by Attorney.

A Recovery with single Voucher, where the Tenant appears by Attorney, upon a Warrant acknowledged before a Judge.

355, &c.

The Entry of a Recovery with single Voucher, where the Tenant appears by Attorney, on a Warrant taken before Commissioners by *Dedimus Potestatem*, with the Entry of the *Mittimus* and Transcript.

358, &c.

Of passing a Recovery with double Voucher where the Tenant and Vouchee appear by Attorney.

363

The *Præcipe* and Warrants of Attorney to be acknowledged before a Judge, with Directions for the taking every proper Step in its due Order.

364, 366, 368

The Writ of Summons, with Directions when it is to bear Teste and be made returnable, and how to complete it.

365, 366

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee both appear by Attorney, on Warrants acknowledged before a Judge.

369, &c.

The Entry of a Recovery with double Voucher, where the Tenant appears by Attorney

on

I N D E X.

on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by *Dedimus Potestatem*. Page 373, &c.

The Entry of a Recovery with double Voucher, where the Tenant appears in Person, and the Vouchee by Attorney, on a Warrant taken before Commissioners by *Dedimus Potestatem*, with the *Mittimus* and Transcript. 381, &c.

Note ; *This Recovery is oftener made use of than any one of the other Kind.*

The Entry of a Recovery with double Voucher, where both the Tenant and Vouchee appear by Attorney, on Warrants taken by *Dedimus Potestatem*, with the two *Mittimus's* and Transcripts. 388, &c.

Instructions how to enter a Common Recovery with treble Voucher on the Rolls, where the Tenant appears in Person, and both the First and Second Vouchees by Attorney on Warrants taken by *Dedimus Potestatem's*.



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